

CITY OF AUSTIN, TEXAS

ORDINANCE NO. 96 0613-J

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR DEVELOPMENT OF FIVE (5) TRACTS OF LAND: TRACT 1: BEING 153.75 ACRES, MORE OR LESS, OUT OF JAMES JETT SURVEY NO. 1, BEING MORE PARTICULARLY DESCRIBED IN CITY APPLICATION NO. C-81-87-020; TRACT 2: BEING A 20.59 ACRES, MORE OR LESS, OUT OF JAMES JETT SURVEY NO. 1, MORE PARTICULARLY DESCRIBED IN CITY APPLICATION NO. C-81-87-021; TRACT 3: BEING 49.70 ACRES, MORE OR LESS, OUT OF JAMES JETT SURVEY NO. 1, MORE PARTICULARLY DESCRIBED IN CITY APPLICATION NO. C-81-87-022; TRACT 4: BEING 9 ACRES, MORE OR LESS, OUT OF T.J. CHAMBERS SURVEY, MORE PARTICULARLY DESCRIBED IN CITY APPLICATION NO. C-81-87-023; AND TRACT 5: BEING 26 ACRES, MORE OR LESS, OUT OF THE JAMES JETT SURVEY NO. 1 AND THOMAS JEFFERSON CHAMBERS GRANT, MORE PARTICULARLY DESCRIBED IN CITY APPLICATION NO. C-81-87-024; GRANTING A SPECIAL EXCEPTION UNDER DIVISION 3 OF ARTICLE V OF CHAPTER 13-1, ARTICLE 1 OF CHAPTER 13-7, AND ARTICLE V OF CHAPTER 13-2 OF THE AUSTIN CITY CODE OF 1992, AS AMENDED; IMPOSING WATER QUALITY PROTECTIONS ON DEVELOPMENT OF THE PROPERTY; WAIVING THE REQUIREMENTS OF SECTIONS 2-2-3, 2-2-5, 2-2-7, 13-1-301 AND 13-1-302 OF THE AUSTIN CITY CODE OF 1992, AS AMENDED; ESTABLISHING AN EXPIRATION DATE; AND ESTABLISHING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

PART 1. That a special exception from the Austin City Code of 1992, as amended, is granted for development on the Champion property, (the "Property") more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes; provided that the following conditions are met:

(1) The development of the Property must comply with the provisions of the Austin City Code in effect on December 8, 1993 including (the Lake Austin Watershed Ordinance) with the exception that development of the Property shall provide additional water quality control as set forth in (2) below.

(2) For any development of the Property, applicant shall construct properly engineered water-quality controls, including at minimum, water-quality filtration ponds with full sedimentation chambers as described in the City of Austin Environmental Criteria Manual. The ponds shall be sized to capture the first one-half (.50) inch of stormwater plus one-tenth (.10) of an inch for each additional 10% of impervious cover above 20% from the contributing drainage areas of the project which include impervious cover. In the event that any cut and fill variances necessary for the construction of these ponds are not granted the applicant shall not be required to comply with this paragraph (2). Detention of the 2-year storm will not be required.

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(3) Any agreements, restrictions, covenants, or other legal documentation necessary to construct and maintain the water quality controls required by conditions (1) and (2) above shall be reviewed by the City Law Department prior to execution, and shall include a provision requiring written City approval prior to termination or assignment.

(4) Prior to the issuance of a certificate of occupancy or return of fiscal security for development on all or part of the Property, construction of the water-quality controls required by conditions (1) and (2) above shall be completed, as determined by City of Austin inspection, for the portion of the Property for which a Certificate of Occupancy or return of fiscal security is requested.

(5) The set-backs from Loop 360 and RR 2222 required by the Hill Country Roadways Ordinance (No. 860116-J) shall be reduced from 100 feet to 25 feet.

PART 2. Tracts 4 and 5 (excluding that portion of Tract 5 not made subject to zoning ordinance No. 930513-R). The exception granted herein shall apply to any "project" as that term is defined in Section 481.142, Texas Government Code, commenced on Tracts 4 and 5 (excluding that portion of Tract 5 not made subject to zoning ordinance No. 930513-R) within ten years by the filing and approval of an application for preliminary subdivision (if applicable) and by the filing and approval of a site plan. In the event that said subdivision and site plan approval are not obtained within the ten year period, all subsequent permits for a "project" shall be governed by the Austin City Code in effect at the time of the filing of the development application.

Tracts 1, 2, 3, and that portion of Tract 5 not made subject to zoning ordinance 930513-R. The exceptions granted herein shall apply to any "project" as that term is defined in Section 481.142, Texas Government Code, commenced on Tracts 1, 2, and 3, and that portion of Tract 5 not made subject to zoning ordinance 930513-R within six years by the filing of an application for preliminary subdivision plan or any other development permit. Provided, however, that any application filed within six years will be subject to expirations contained in the Austin City Code in effect as of December 8, 1993. In the event that said development permit is not filed within the six year period, all subsequent permits for a "project" shall be governed by the Austin City Code in effect at the time of the filing of the development application.

Notwithstanding the foregoing, should the owners elect, applications filed during the first six years from the effective date of this Ordinance may be governed by the provisions of state law and the Austin City Code in effect at the time of the filing of said applications.

PART 3. Unless otherwise specifically provided in this Agreement, during the term of Part 2 above, all applications relating to development of the Property will be governed solely by the Lake Austin Watershed Ordinance and other applicable ordinances, rules or other regulations in effect on December 8, 1993 immediately prior to the enactment of City of Austin Ordinance No. 931209-H, (the "Bull Creek Ordinance"). Such development applications shall include, but not be limited to, all applications for subdivisions preliminary plans and final plats, resubdivisions or replats, site plans, site development permits, and zoning and rezoning (only to the extent that zoning and rezoning ordinances affect size, lot dimensions, lot coverage or building size), relating to the Subject Property, and all revisions and amendments thereto (other than applications for building or construction permits for structures intended for human occupancy or habitation, which applications will be governed by the laws, ordinances, rules or regulations adopting solely the

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provisions of uniform building, fire, plumbing or mechanical codes promulgated by a nationally recognized code organization or local amendments to such codes enacted solely to address imminent threats of destruction of property or injury to persons in effect as of the date of the application for the applicable building or construction permit).

During the term of Part 2 above it is expressly agreed that the Property may be subdivided and resubdivided under the requirements of the Lake Austin Watershed Ordinance so that each Tract may be comprised of one or more separate tracts without compliance with any ordinance, rule, regulation or other permitting or approval requirement adopted after December 8, 1993, including specifically, but without limitation, the Comprehensive Watersheds Ordinance (Ordinance No. 860508-V) as the same has been codified and amended, which ordinance was not applicable by exemption to the Property on December 8, 1993, and that further resubdivisions or replatting of the Property during the term of Part 2 will not trigger the necessity of compliance with the Comprehensive Watersheds Ordinance or any other ordinance, regulation or rule in effect after December 8, 1993, except with respect to all applications for building or construction permits for structures intended for human occupancy or habitation, which applications will be governed by the laws, ordinances, rules or regulations adopting solely the provisions of uniform building, fire, plumbing or mechanical codes promulgated by a nationally recognized code organization or local amendments to such codes enacted solely to address imminent threats of destruction of property or injury to persons in effect as of the date of the application for the applicable building or construction permit.

During the term of Part 2 above, the total amount of impervious cover that may be constructed within Tracts 1, 2, and 3, and that portion of Tract 5 not made subject to Zoning Ordinance No. 930513-R will be the maximum impervious cover permitted by the Lake Austin Watershed Ordinance and other ordinances governing such tracts prior to the enactment of the Bull Creek Ordinance, and the amount of impervious cover will not be restricted to an amount less than that permitted by those ordinances.

PART 4. That the approval of this special exception does not constitute approval of any development permit nor does it constitute a commitment to any specified land use, intensity of land use, or utility services.

PART 5. That the requirements imposed by Sections 13-1-301 and 13-1-302 of the Austin City Code of 1992, as amended, (Land Development Code) regarding notice and hearing requirements and procedures for a Special Exception are hereby waived.

PART 6. That the requirement imposed by Sections 2-2-3, 2-2-5 and 2-2-7 of the Austin City Code of 1992, as amended, regarding the presentation and adoption of ordinances are hereby waived by the affirmative vote of at least five members of the Austin City Council.

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PART 7. That this ordinance shall become effective upon the expiration of ten days following the date of its final passage, as provided by the City Charter of the City of Austin.

PASSED AND APPROVED:

June 13, 1996.

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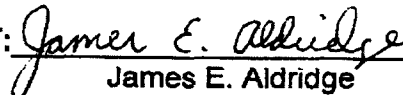
Bruce Todd
Mayor

APPROVED:



Andrew Martin
City Attorney

ATTEST:



James E. Aldridge
City Clerk

HCN/aic/H:\COUNCIL\CHAMPION.ORD

EXHIBIT "A"

To Ordinance No. _____

The Tracts made the subject of this ordinance are those tracts having the metes and _____ bounds set forth in the attached survey notes, as follows:

TRACT 1: The property described in the attached as "PARCEL A"

TRACT 2: The property described in the attached as "PARCEL B"

TRACT 3: The property described in the attached as "PARCEL C"

TRACT 4: The property described in the attached as "PARCEL D"

TRACT 5: The property described in the attached as "PARCEL E"

960613-J

Champion Tract
252.06 Acres
Travis County, Texas

FN 2663 (JJM)
June 25, 1985
EH& Job No. 5371-03
EH&A Plat No. 14970-5371-2

A FIELD NOTE DESCRIPTION OF 252.06 ACRES OF LAND OUT OF THE JAMES JETT SURVEY NO. 1 AND THE THOMAS JEFFERSON CHAMBERS GRANT IN TRAVIS COUNTY, TEXAS; BEING COMPRISED OF A 153.75 ACRE PARCEL (A), A 20.59 ACRE PARCEL (B), A 49.70 ACRE PARCEL (C), A 9.20 ACRE PARCEL (D), AND AN 18.82 ACRE PARCEL (E); THE SAID 252.06 ACRES BEING THE REMAINDER PORTION OF TWO TRACTS OF LAND, DESCRIBED AS 260 ACRES AND 43.32 ACRES, GRANTED TO C. C. CHAMPION BY A DEED OF PARTITION WITH MRS. JOSIE CHAMPION HILL EXECUTED ON SEPTEMBER 12, 1932 AND RECORDED IN VOLUME 482, PAGE 627 OF THE DEED RECORDS OF THE SAID TRAVIS COUNTY, TEXAS; THE SAID 252.06 ACRES, AS SHOWN ON EH&A PLAT NO. 14970-5371-2, BEING MORE PARTICULARLY DESCRIBED BY THE SAID FIVE (5) SEPARATE PARCELS, AS FOLLOWS:

PARCEL A

BEGINNING at an iron pipe found, being the most northerly corner of the said 260 acre tract, also being a point on the southwest line of Lot 33, Block A, of The Jester Estate, Section 1, Phase 1, a subdivision recorded in Plat Book 78, Page 385-389 of the Plat Records of Travis County, same also being the most easterly corner of that certain 3.81 acre tract of land conveyed to Howard L. Burris, Jr., Agent, referred to as Tract Two, by warranty deed recorded in Volume 7948, Page 824 of the said Deed Records of Travis County, said iron pipe also being the most northerly corner of the herein described parcel;

THENCE, with the northeast line of the said 260 acre tract, being the said southwest line of Lot 33, Block A of The Jester Estate, Section 1, Phase 1, S 59° 48' 01" E, a distance of 651.65 feet to an iron rod found in concrete, being the most southerly corner of the said Lot 33, Block A, of The Jester Estate, Section 1, Phase 1, also being the most southerly southwest corner of Lot 6, Block B of Jester Point 2, Section 2, Phase A, a subdivision recorded in Plat Book 84, Page 2A-2B of the said Plat Records of Travis County;

THENCE, leaving the said southwest line of Lot 33, Block A of The Jester Estate, Section 1, Phase 1, continuing with the said northeast line of the 260 acre tract, being the southwest line of the said Lot 6, Block B of Jester Point 2, Section 2, Phase A, S 59° 51' 19" E, a distance of 99.99 feet to an iron rod found, being the most southerly corner of the said Lot 6, Block B of Jester Point 2, Section 2, Phase A, also being the most westerly corner of that certain 18.213 acre tract of land conveyed to Alvin J. Golden, Trustee, by deed of trust recorded in Volume 8286, Page 255 of the said Deed Records of Travis County;

THENCE, leaving the said southwest line of Lot 6, Block B of Jester Point 2, Section 2, Phase A, continuing with the said northeast line of the 260 acre tract, being the southwest line of the said Golden 18.213 acre tract, the following two (2) courses and distances:

1. S 59° 58' 51" E, a distance of 728.97 feet to an iron rod found in a rock mound, and
2. S 60° 13' 14" E, a distance of 1321.87 feet to an iron rod found, being the most southerly southeast corner of the said Golden 18.213 acre tract, same being the intersection of the said northeast line of the 260 acre tract and the west right-of-way line of State Highway Loop 360;

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THENCE, leaving the said northeast line of the 260 acre tract and leaving the said southwest line of the Golden 18.213 acre tract, with the said west right-of-way line of State Highway Loop 360, over and across the said 260 acre tract, the following twelve (12) courses and distances:

1. S 37° 07' 34" W, a distance of 303.59 feet to a concrete monument found,
2. S 16° 02' 28" W, a distance of 441.39 feet to a concrete monument found, being 290 feet right of the State Highway Loop 360 centerline station 329+85.8,
3. S 05° 06' 38" W, a distance of 314.45 feet to a concrete monument found,
4. S 01° 06' 51" E, a distance of 603.26 feet to a concrete monument found, being 225 feet right of the State Highway Loop 360 centerline station 339+00.0,
5. S 05° 05' 53" W, a distance of 406.78 feet to a concrete monument found,
6. S 17° 38' 07" W, a distance of 370.27 feet to a concrete monument found,
7. S 31° 58' 24" W, a distance of 200.55 feet to a concrete monument found,
8. S 17° 43' 46" W, a distance of 282.13 feet to a concrete monument found,
9. S 55° 14' 05" W, a distance of 136.29 feet to a concrete monument found,
10. N 47° 01' 53" W, a distance of 164.83 feet to a calculated point,
11. N 26° 59' 56" W, a distance of 232.25 feet to a concrete monument found, and
12. S 63° 13' 18" W, a distance of 149.55 feet to a concrete monument found, being the intersection of the said west right-of-way line of State Highway Loop 360 and the curving north right-of-way line of RM Highway 2222;

THENCE, leaving the said west right-of-way line of State Highway Loop 360, continuing over and across the said 260 acre tract, with the said north right-of-way line of RM Highway 2222, the following nine (9) courses and distances:

1. with a curve to the left having a radius of 1190.85 feet, a central angle of 29° 30' 28" and an arc length of 613.30 feet, along the chord bearing N 41° 29' 46" W, a chord distance of 606.54 feet to a calculated point at a point of tangency,
2. N 56° 15' 00" W, a distance of 121.14 feet to a calculated point at a point of curvature,

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3. with a curve to the right having a radius of 666.20 feet, a central angle of $35^{\circ} 34' 00''$ and an arc length of 413.55 feet, along the chord bearing $N 38^{\circ} 28' 00'' W$, a chord distance of 406.94 feet to a calculated point at a point of tangency,
4. $N 20^{\circ} 41' 00'' W$, a distance of 52.74 feet to a calculated point at a point of curvature,
5. with a curve to the right having a radius of 1379.29 feet, a central angle of $16^{\circ} 43' 45''$ and an arc length of 402.72 feet, along the chord bearing $N 12^{\circ} 19' 07'' W$, a chord distance of 401.29 feet to an iron rod found in concrete at a point of tangency, being 50 feet left of the RM Highway 2222 centerline station 252+90.0,
6. $N 03^{\circ} 57' 15'' W$, a distance of 302.32 feet to an iron rod found in concrete at a point of curvature,
7. with a curve to the left having a radius of 622.93 feet, a central angle of $69^{\circ} 27' 44''$ and an arc length of 755.21 feet, along the chord bearing $N 38^{\circ} 41' 08'' W$, a chord distance of 709.80 feet to a calculated point at a point of tangency,
8. $N 73^{\circ} 25' 00'' W$, a distance of 347.37 feet to an iron rod found in concrete at a point of curvature, being 50 feet left of the RM Highway 2222 centerline station 239+52.4, and
9. with a curve to the right having a radius of 665.04 feet, a central angle of $11^{\circ} 58' 09''$ and an arc length of 138.93 feet, along the chord bearing $N 67^{\circ} 25' 55'' W$, a chord distance of 138.68 feet to a calculated point, being the intersection of the said north right-of-way line of RM Highway 2222 and the southeast line of that certain 1 acre tract of land conveyed to D. W. Williams by warranty deed recorded in Volume 2507, Page 17 of the said Deed Records of Travis County;

THENCE, leaving the said north right-of-way line of RM Highway 2222, continuing over and across the said 260 acre tract, with the east and north lines of the said Williams 1 acre tract, the following three (3) courses and distances:

1. $N 29^{\circ} 48' 54'' E$, a distance of 194.70 feet to a calculated point, being the most easterly corner of said Williams 1 acre tract,
2. $N 58^{\circ} 11' 06'' W$, a distance of 208.70 feet to a calculated point, being the most northerly corner of said Williams 1 acre tract, and
3. $S 29^{\circ} 48' 54'' W$, a distance of 198.07 feet to a calculated point, being the intersection of the northwest line of the said Williams 1 acre tract and the said north right-of-way line of RM Highway 2222;

THENCE, leaving the said northwest line of the Williams 1 acre tract, with the said north right-of-way line of RM Highway 2222, $N 58^{\circ} 56' 06'' W$, a distance of 10.00 feet to a calculated point, being the intersection of the said north right-of-way line of RM Highway 2222 and the southeast line of that certain 1 acre tract of land conveyed to L. W. Taylor and wife by deed recorded in Volume 1946, Page 255 of the said Deed Records of Travis County;

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THENCE, leaving the said north right-of-way line of RM Highway 2222, continuing over and across the said 260 acre tract, with the east line of the said Taylor 1 acre tract, the following two (2) courses and distances:

1. N 29° 48' 54" E, a distance of 198.20 feet to a calculated point, being the most easterly corner of the said Taylor 1 acre tract, and
2. N 58° 11' 06" W, a distance of 208.70 feet to a calculated point, being the most northerly corner of the said Taylor 1 acre tract, same being a point on the northwest line of the said 260 acre tract, same also being a point on the southeast line of that certain 2.641 acre tract of land conveyed to Jim B. Beard and wife by deed recorded in Volume 6448, Page 64 of the said Deed Records of Travis County, and from the said calculated point an iron rod found, being the most westerly corner of the said Taylor 1 acre tract, same being the most southerly corner of the said Beard 2.641 acre tract, bears S 29° 48' 54" W, a distance of 200.18 feet;

THENCE, leaving the said east line of the Taylor 1 acre tract, with said northwest line of the 260 acre tract, being the said southeast line of the Beard 2.641 acre tract, N 29° 48' 54" E, a distance of 918.44 feet to an iron rod found, being the most easterly northeast corner of the said Beard 2.641 acre tract, same being the most southerly corner of the said Burris 3.81 acre tract;

THENCE, leaving the said southeast line of the Beard 2.641 acre tract, continuing with the said northwest line of the 260 acre tract, being the southeast line of the said Burris 3.81 acre tract, the following two (2) courses and distances:

1. N 29° 47' 28" E, a distance of 596.25 feet to an iron rod found, and
2. N 33° 52' 19" E, a distance of 7.60 feet to the POINT OF BEGINNING, containing 153.75 acres of land.

PARCEL B

BEGINNING at a 3/8-inch iron rod found in a rock mound, being a point on the northwest line of the said 260 acre tract, same being a point on the southeast line of that certain 12.51 acre tract of land conveyed to Henry R. Schotz and wife by deed recorded in Volume 2681, Page 136 of the said Deed Records of Travis County, same also being the most northerly corner of that certain 1.92 acre tract of land conveyed to Grover C. Phinney and wife by deed recorded in Volume 700, Page 57 of the said Deed Records of Travis County, said iron rod found being the most westerly corner of the herein described parcel, from which a 7/8-inch iron pipe found in a rock mound, being the most westerly corner of the said 260 acre tract, same being the most southerly corner of the said Schotz 12.51 acre tract, same also being the most westerly corner of the said Phinney 1.92 acre tract, bears S 29° 26' 47" W, a distance of 207.59 feet;

THENCE, with said northwest line of the 260 acre tract, being the said southeast line of the Schotz 12.51 acre tract, N 29° 24' 45" E, passing at a distance of 809.89 feet a nail set in a fence corner post, a total distance of 853.45 feet to a calculated point, being an interior corner on the said southeast line of the Schotz 12.51 acre tract;

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THENCE, leaving the said northwest line of the 260 acre tract, continuing with the said southeast line of the Schotz 12.51 acre tract, over and across the said 260 acre tract, S 58° 34' 40" E, a distance of 105.53 feet to a calculated point, being the most southerly northeast corner of the said Schotz 12.51 acre tract;

THENCE, with the east line of the said Schotz 12.51 acre tract, N 30° 25' 20" E, passing at a distance of 59.00 feet a 1 1/4-inch iron pipe found, a total distance of 456.51 feet to a calculated point, being the intersection of the said east line of the Schotz 12.51 acre tract and the south right-of-way line of RM Highway 2222;

THENCE, leaving the said east line of the Schotz 12.51 acre tract, continuing over and across the said 260 acre tract, with the said south right-of-way line of RM Highway 2222, the following four (4) courses and distances:

1. S 58° 56' 06" E, a distance of 280.28 feet to an iron rod found in concrete at a point of curvature, being 50 feet right of the RM Highway 2222 centerline station 237+71.6,
2. with a curve to the left having a radius of 765.04 feet, a central angle of 14° 28' 54" and an arc length of 193.36 feet, along the chord bearing S 66° 10' 33" E, a chord distance of 192.85 feet to an iron rod found in concrete at a point of tangency, being 50 feet right of the RM Highway 2222 centerline station 239+52.4,
3. S 73° 25' 00" E, a distance of 347.37 feet to a calculated point at a point of curvature, and
4. with a curve to the right having a radius of 522.93 feet, a central angle of 05° 56' 17" and an arc length of 54.20 feet, along the chord bearing S 70° 26' 51" E, a chord distance of 54.17 feet to a calculated point, being the intersection of the said south right-of-way line of RM Highway 2222 and the west line of that certain 2 acre tract of land conveyed from C. C. Champion to Roy W. Cowan by deed recorded in Volume 556, Page 439 of the said Deed Records of Travis County, same being the west line of that certain tract of land conveyed from the said Roy W. Cowan to Thomas R. Williams by deed recorded in Volume 936, Page 279 of the said Deed Records of Travis County;

THENCE, leaving the said south right-of-way line of RM Highway 2222, continuing over and across the said 260 acre tract, with the said west line of the Cowan 2 acre tract, being the stone ledge at the brow of a cliff, same being, consecutively, the said west line of the Williams tract, the west line of the remainder portion of the said Cowan 2 acre tract, and the west line of that certain 0.27 acre tract of land conveyed to George Randall Baird by deed recorded in Volume 5959, Page 1987 of the said Deed Records of Travis County, the following five (5) courses and distances:

1. S 53° 58' 33" W, a distance of 35.84 feet to an angle point in the said stone ledge,
2. S 42° 49' 12" W, a distance of 47.98 feet to a 3/8-inch iron rod found at an angle point in the said stone ledge,
3. S 28° 04' 39" W, a distance of 71.27 feet to an angle point in the said stone ledge,
4. S 11° 54' 43" W, a distance of 97.00 feet to an iron rod found at an angle point in the said stone ledge, and

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5. S 35° 09' 03" W, a distance of 101.18 feet to a 3/8-inch iron rod found, being the most westerly corner of the said Baird 0.27 acre tract;

THENCE, leaving the said stone ledge, with the southwest line of the said Cowan 2 acre tract, being the southwest line of the said Baird 0.27 acre tract, S 33° 31' 40" E, a distance of 85.48 feet to a calculated point, being the intersection of the said southwest line of the Cowan 2 acre tract, same being the said southwest line of the Baird 0.27 acre tract, and a calculated line for the southeast line of the herein described parcel, being a 30-foot perpendicular offset from, and parallel and concentric with, the approximate centerline of the existing pavement of a county road known as City Park Road, and from the said calculated point, a 3/8-inch iron rod found, being the southwest corner of the said Baird 0.27 acre tract, bears S 33° 31' 40" E, a distance of 10.91 feet;

THENCE, leaving the said southwest line of the Cowan 2 acre tract and southwest line of the Baird 0.27 acre tract, continuing over and across the said 260 acre tract, with the said calculated line for the southeast line hereof, the following seven (7) courses and distances:

1. S 73° 57' 57" W, a distance of 151.64 feet to a calculated point at a point of curvature,
2. with a curve to the right having a radius of 950.00 feet, a central angle of 07° 19' 48" and an arc length of 121.54 feet, along the chord bearing S 77° 37' 51" W, a chord distance of 121.45 feet to a calculated point at a point of tangency,
3. S 81° 17' 44" W, a distance of 93.74 feet to a calculated point at a point of curvature,
4. with a curve to the left having a radius of 582.77 feet, a central angle of 20° 44' 03" and an arc length of 210.89 feet, along the chord bearing S 70° 55' 43" W, a chord distance of 209.74 feet to a calculated point at a point of compound curvature,
5. with a curve to the left having a radius of 1604.11 feet, a central angle of 09° 12' 00" and an arc length of 257.57 feet, along the chord bearing S 55° 57' 43" W, a chord distance of 257.29 feet to a calculated point at a point of compound curvature,
6. with a curve to the left having a radius of 1286.75 feet, a central angle of 12° 50' 14" and an arc length of 288.30 feet, along the chord bearing S 44° 56' 36" W, a chord distance of 287.69 feet to a calculated point at a point of tangency, and
7. S 38° 31' 29" W, a distance of 106.35 feet to a calculated point, being the intersection of the said calculated line for the southeast line hereof and the northeast line of the said Phinney 1.92 acre tract, from which a 3/8-inch iron rod found, being the most easterly corner of the said Phinney 1.92 acre tract, bears S 61° 10' 58" E, a distance of 0.36 feet;

THENCE, leaving the said calculated line for the southeast line hereof, continuing over and across the said 260 acre tract, with the said northeast line of the Phinney 1.92 acre tract, being the southwest line of the herein described parcel, N 61° 10' 58" W, a distance of 429.93 feet to the POINT OF BEGINNING, containing 20.59 acres of land.

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PARCEL C

BEGINNING at a nail set in a fence post, being a point on the southwest line of the said 260 acre tract, same being an angle point on the west right-of-way line of State Highway Loop 360, same also being the most northerly northeast corner of the remainder portion of Lot 2 of Shepherd Mountain, Phase One, a subdivision recorded in Plat Book 83, Page 200A-200B of the Plat Records of Travis County, said nail in a fence post also being the most southerly southeast corner of the herein described parcel, from which a concrete monument found, being an angle point on the said west right-of-way line of State Highway Loop 360, also being 461.43 feet right of the State Highway Loop 360 centerline station 359+67.82, bears S 30° 16' 45" E, a distance of 329.77 feet;

THENCE, with the said southwest line of the 260 acre tract, being, consecutively, the northeast line of the said remainder portion of Lot 2 of Shepherd Mountain, Phase One, the northeast line of that certain 19.947 acre tract of land out of the said Shepherd Mountain, Phase One conveyed to Shepherd Mountain Venture by warranty deed recorded in Volume 8394, Page 75 of the said Deed Records of Travis County, the northeast line of that certain 40.38 acre tract of land conveyed to the said Shepherd Mountain Venture by warranty deed recorded in Volume 8394, Page 72 of the said Deed Records of Travis County, and the northeast line of that certain 33.88 acre tract of land conveyed to the said Shepherd Mountain Venture by warranty deed recorded in Volume 8394, Page 227 of the said Deed Records of Travis County, N 60° 48' 45" W, a distance of 2858.70 feet to a 3/8-inch iron rod found, being the most northerly northeast corner of the said Shepherd Mountain Venture 33.88 acre tract;

THENCE, leaving the said northeast line of Shepherd Mountain Venture 33.88 acre tract, continuing with said southwest line of the 260 acre tract, N 60° 38' 58" W, a distance of 5.61 feet to a calculated point, being the intersection of the said southwest line of the 260 acre tract and a calculated line for the northwest line of the herein described parcel, being a 30-foot perpendicular offset from, and parallel and concentric with, the approximate centerline of the existing pavement of a county road known as City Park Road, and from the said calculated point a 7/8-inch iron pipe found in a rock mound, being the most westerly corner of the said 260 acre tract, bears N 60° 38' 58" W, a distance of 64.36 feet and N 60° 45' 39" W, a distance of 392.21 feet;

THENCE, leaving the said southwest line of the 260 acre tract, with the said calculated line for the northwest line hereof, over and across the said 260 acre tract, the following eleven (11) courses and distances:

1. with a curve to the left having a radius of 410.00 feet, a central angle of 02° 33' 00" and an arc length of 18.25 feet, along the chord bearing N 39° 47' 59" E, a chord distance of 18.25 feet to a calculated point at a point of tangency,
2. N 38° 31' 29" E, a distance of 292.05 feet to a calculated point at a point of curvature,
3. with a curve to the right having a radius of 1226.75 feet, a central angle of 12° 50' 14" and an arc length of 274.85 feet, along the chord bearing N 44° 56' 36" E, a chord distance of 274.28 feet to a calculated point at a point of compound curvature,

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4. with a curve to the right having a radius of 1544.11 feet, a central angle of $09^{\circ} 12' 00''$ and an arc length of 247.94 feet, along the chord bearing $N 55^{\circ} 57' 43'' E$, a chord distance of 247.67 feet to a calculated point at a point of compound curvature,
5. with a curve to the right having a radius of 522.77 feet, a central angle of $20^{\circ} 44' 03''$ and an arc length of 189.18 feet, along the chord bearing $N 70^{\circ} 55' 43'' E$, a chord distance of 188.15 feet to a calculated point at a point of tangency,
6. $N 81^{\circ} 17' 44'' E$, a distance of 93.74 feet to a calculated point at a point of curvature,
7. with a curve to the left having a radius of 1010.00 feet, a central angle of $07^{\circ} 19' 48''$ and an arc length of 129.21 feet, along the chord bearing $N 77^{\circ} 37' 51'' E$, a chord distance of 129.12 feet to a calculated point at a point of tangency,
8. $N 73^{\circ} 57' 57'' E$, a distance of 156.63 feet to a calculated point at a point of curvature,
9. with a curve to the right having a radius of 688.40 feet, a central angle of $16^{\circ} 44' 01''$ and an arc length of 201.05 feet, along the chord bearing $N 82^{\circ} 19' 57'' E$, a chord distance of 200.34 feet to a calculated point at a point of reverse curvature,
10. with a curve to the left having a radius of 4944.96 feet, a central angle of $02^{\circ} 20' 35''$ and an arc length of 202.22 feet, along the chord bearing $N 89^{\circ} 31' 40'' E$, a chord distance of 202.21 feet to a calculated point at a point of tangency, and
11. $N 88^{\circ} 21' 23'' E$, a distance of 19.31 feet to a calculated point, being the intersection of the said calculated line for the northwest line hereof, and the curving southwest right-of-way line of RM Highway 2222;

THENCE, leaving the said calculated line for the northwest line hereof, continuing over and across the said 260 acre tract, with the said southwest right-of-way line of RM Highway 2222, being the northeast line of the herein described parcel, the following seven (7) courses and distances:

1. with a curve to the right having a radius of 522.93 feet, a central angle of $05^{\circ} 41' 51''$ and an arc length of 52.00 feet, along the chord bearing $S 06^{\circ} 48' 11'' E$, a chord distance of 51.98 feet to an iron rod found in concrete at a point of tangency,
2. $S 03^{\circ} 57' 15'' E$, a distance of 302.32 feet to an iron rod found in concrete at a point of curvature, being 50 feet right of the RM Highway 2222 centerline station 252+90.0,
3. with a curve to the left having a radius of 1479.29 feet, a central angle of $16^{\circ} 43' 45''$ and an arc length of 431.92 feet, along the chord bearing $S 12^{\circ} 19' 07'' E$, a chord distance of 430.39 feet to a calculated point at a point of tangency,
4. $S 20^{\circ} 41' 00'' E$, a distance of 52.74 feet to a calculated point at a point of curvature,

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5. with a curve to the left having a radius of 766.20 feet, a central angle of $35^{\circ} 34' 00''$ and an arc length of 475.62 feet, along the chord bearing $S 38^{\circ} 28' 00'' E$, a chord distance of 468.02 feet to a calculated point at a point of tangency,
6. $S 56^{\circ} 15' 00'' E$, a distance of 121.14 feet to an iron rod found in concrete at a point of curvature, being 50 feet right of the RM Highway 2222 centerline station 263+26.2, and
7. with a curve to the right having a radius of 1090.85 feet, a central angle of $15^{\circ} 54' 41''$ and an arc length of 302.93 feet, along the chord bearing $S 48^{\circ} 17' 40'' E$, a chord distance of 301.96 feet to a calculated point, being the intersection of the said curving southwest right-of-way line of RM Highway 2222 and the northwest line of that certain 0.956 acre tract of land conveyed to Jones-Reynolds Joint Venture by warranty deed recorded in Volume 7764, Page 826 of the said Deed Records of Travis County;

THENCE, leaving the said southwest right-of-way line of RM Highway 2222, continuing over and across said 260 acre tract, with, consecutively, the northwest, the southwest and the southeast lines of the said Jones-Reynolds Joint Venture 0.956 acre tract, the following three (3) courses and distances:

1. $S 55^{\circ} 13' 16'' W$, passing at a distance of 71.52 feet a 3/8-inch iron rod found, a total distance of 195.86 feet to a 3/8-inch iron rod found,
2. $S 34^{\circ} 46' 44'' E$, a distance of 208.78 feet to a 3/8-inch iron rod found, and
3. $N 55^{\circ} 13' 16'' E$, a distance of 196.11 feet to a calculated point, being the intersection of the said southeast line of the Jones-Reynolds Joint Venture 0.956 acre tract and the said curving southwest right-of-way line of RM Highway 2222;

THENCE, leaving the said southeast line of the Jones-Reynolds Joint Venture 0.956 acre tract, continuing over and across the said 260 acre tract, with the said southwest right-of-way line of RM Highway 2222, with a curve to the right having a radius of 1090.85 feet, a central angle of $02^{\circ} 37' 41''$ and an arc length of 50.04 feet, along the chord bearing $S 28^{\circ} 02' 32'' E$, a chord distance of 50.03 feet to a concrete monument found, being the intersection of the said curving southwest right-of-way line of RM Highway 2222 and the said west right-of-way line of State Highway Loop 360;

THENCE, leaving the said southwest right-of-way line of RM Highway 2222, continuing over and across the said 260 acre tract, with the said west right-of-way line of State Highway Loop 360, $S 05^{\circ} 12' 45'' E$, a distance of 476.44 feet to the POINT OF BEGINNING, containing 49.70 acres of land.

PARCEL D

BEGINNING at a concrete monument found, being the intersection of the east right-of-way line of State Highway Loop 360 and the southwest right-of-way line of RM Highway 2222, same being a point within the said 43.32 acre tract, same also being the most northerly corner of the herein described parcel, the said concrete monument also being 50 feet right of the RM Highway 2222 centerline station 287+10.7;

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THENCE, with the said southwest right-of-way line of RM Highway 2222, over and across the said 43.32 acre tract, S 72° 53' 58" E, a distance of 105.98 feet to a calculated point, being the intersection of the said southwest right-of-way line of RM Highway 2222 and the southwest line of the said 43.32 acre tract, same being the northwest corner of the remainder portion of that certain 65.56 acre tract of land granted to the said Josie Champion Hill by the said deed of partition recorded in Volume 482, Page 627 of the said Deed Records of Travis County;

THENCE, leaving the said southwest right-of-way line of RM Highway 2222, with the said southwest line of the 43.32 acre tract, being the west line of the said remainder portion of the Hill 65.56 acre tract, also being approximately with an old fence line along the top of the west bank of Bull Creek, the following three (3) courses and distances:

1. S 19° 50' 00" E, passing at a distance of 1.81 feet a 3/8-inch iron rod found, a total distance of 319.98 feet to a calculated point,
2. S 03° 50' 00" E, a distance of 102.82 feet to a fence post found, being an angle point in the said old fence line, and
3. S 14° 20' 00" E, a distance of 182.79 feet to a calculated point, being the most southeasterly point on the said southwest line of the 43.32 acre tract, same being the southwest corner of the said remainder portion of the Hill 65.56 acre tract, same also being a point on the north line of Lot 52 of The Courtyard Phase 3-D, a subdivision recorded in Plat Book 82, Pages 90-91 of the Plat Records of Travis County, and from the said calculated point a 3/8-inch iron rod found, being a point on the south line of the said remainder portion of the Hill 65.56 acre tract, same being an angle point on the said north line of Lot 52 of The Courtyard Phase 3-D, bears S 86° 56' 19" E, a distance of 6.55 feet;

THENCE, leaving the said west line of the remainder portion of the Hill 65.56 acre tract, continuing with the said southwest line of the 43.32 acre tract, being the said north line of Lot 52 of The Courtyard Phase 3-D, the following eleven (11) courses and distances:

1. N 86° 56' 19" W, a distance of 98.13 feet to a calculated point,
2. N 83° 58' 18" W, a distance of 83.75 feet to a 3/8-inch iron rod found,
3. N 85° 33' 31" W, a distance of 94.02 feet to a 3/8-inch iron rod found,
4. N 81° 03' 32" W, a distance of 86.45 feet to a 3/8-inch iron rod found,
5. N 83° 58' 53" W, a distance of 174.73 feet to a 3/8-inch iron rod found,
6. N 83° 06' 35" W, a distance of 78.21 feet to a 3/8-inch iron rod found,

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7. N 73° 17' 32" W, a distance of 30.48 feet to a 3/8-inch iron rod found,
8. N 68° 38' 43" W, a distance of 68.97 feet to a 3/8-inch iron rod found,
9. N 60° 27' 31" W, a distance of 55.52 feet to a 3/8-inch iron rod found,
10. N 55° 41' 26" W, a distance of 70.14 feet to a 3/8-inch iron rod found, and
11. N 49° 39' 52" W, a distance of 125.09 feet to a calculated point, being the most northerly northwest corner of said Lot 52 of The Courtyard Phase 3-D, same being the intersection of the said southwest line of the 43.32 acre tract and the said east right-of-way line of State Highway Loop 360, and from the said calculated point a concrete monument found, being an angle point in the said east right-of-way line of State Highway Loop 360, bears S 25° 34' 08" W, a distance of 462.07 feet;

THENCE, leaving the said north line of Lot 52 of The Courtyard Phase 3-D and leaving the said southwest line of the 43.32 acre tract, with the said east right-of-way line of State Highway Loop 360, over and across the said 43.32 acre tract, the following three (3) courses and distances:

1. N 25° 34' 08" E, a distance of 289.82 feet to a concrete monument found, being 307.46 feet left of the State Highway Loop 360 centerline station 356+86.42,
2. N 72° 57' 37" E, a distance of 331.35 feet to a concrete monument found, and
3. N 87° 25' 43" E, a distance of 203.16 feet to the POINT OF BEGINNING, containing 9.20 acres of land.

PARCEL E

BEGINNING at an iron rod found, being the intersection of the northeast line of the said 260 acre tract and the east right-of-way line of State Highway Loop 360, same being the most westerly corner of that certain 7.3795 acre tract of land conveyed to C. A. Davis, Trustee, by warranty deed recorded in Volume 7027, Page 2091 of the said Deed Records of Travis County, same also being the most northerly corner of the herein described parcel;

THENCE, with the said northeast line of the 260 acre tract, being the southwest line of the said Davis 7.3795 acre tract, the following four (4) courses and distances:

1. S 60° 06' 22" E, a distance of 42.94 feet to an iron rod found,
2. S 60° 32' 39" E, a distance of 166.95 feet to a 3/8-inch iron rod found,
3. S 59° 28' 48" E, a distance of 265.74 feet to a 3/8-inch iron rod found, and

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4. S 62° 34' 14" E, a distance of 79.87 feet to a 3/8-inch iron rod found, being the most northerly corner of that certain 0.998 acre tract of land conveyed to Josie Ellen Champion by deed recorded in Volume 4189, Page 77 of the said Deed Records of Travis County;

THENCE, leaving the said southwest line of the Davis 7.3795 acre tract and leaving the said northeast line of the 260 acre tract, with the west line of the said Champion 0.998 acre tract, over and across the said 260 acre tract, the following two (2) courses and distances:

1. S 30° 20' 12" W, passing at a distance of 50.15 feet a 3/8-inch iron rod found, a total distance of 186.62 feet to a 3/8-inch iron rod found, and
2. S 04° 59' 51" E, a distance of 96.97 feet to a 1/4-inch iron rod found, being the southwest corner of the said Champion 0.998 acre tract, same being a point on the east line of the said 260 acre tract, same also being a point on the northwest line of that certain 3.35 acre tract of land conveyed to Joe T. Robertson, Jr., Daniel B. Robertson, and Thomas H. Robertson by deed recorded in Volume 5536, Page 303 of the said Deed Records of Travis County, the said iron rod also being on the approximate centerline of Bull Creek, from which an iron rod found, being an angle point on the south line of the said Champion 0.998 acre tract, also being an angle point on the said northwest line of the Robertson 3.35 acre tract, bears N 76° 41' 32" E, a distance of 102.46 feet;

THENCE, leaving the said west line of the Champion 0.998 acre tract, with the said east line of the 260 acre tract, being the said northwest line of the Robertson 3.35 acre tract, same being with the meanders of the approximate centerline of Bull Creek, the following seven (7) courses and distances:

1. S 76° 41' 32" W, a distance of 73.63 feet to a calculated point,
2. S 86° 55' 00" W, a distance of 103.20 feet to a calculated point,
3. S 47° 50' 00" W, a distance of 70.29 feet to a calculated point,
4. S 25° 05' 00" W, a distance of 322.30 feet to a calculated point,
5. S 36° 20' 00" W, a distance of 235.03 feet to a calculated point,
6. S 00° 10' 00" E, a distance of 241.83 feet to a calculated point, and
7. S 09° 52' 00" E, a distance of 5.80 feet to a calculated point, being the southwest corner of the said Robertson 3.35 acre tract, same being the northwest corner of Lot 75 of Lakewood Village, a subdivision recorded in Plat Book 8, Page 24 of the Plat Records of Travis County, and from the said calculated point a 3/8-inch iron rod found, being the northwest corner of Lot 20, Block B of the said Lakewood Village, same being the southwest corner of Lot 21, Block B of Lakewood Park, Section 1, a subdivision recorded in Plat Book 9, Page 107 of the said Plat Records of Travis County, same also being a point on the east right-of-way line of a 60-foot wide county road known as Lakewood Drive, bears N 87° 16' 00" E, a distance of 161.24 feet;

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THENCE, leaving the said northwest line of the Robertson 3.35 acre tract, continuing with the said east line of the 260 acre tract, being the west line of the said Lot 75 of Lakewood Village, same being with the said meanders of the approximate centerline of Bull Creek, the following two (2) courses and distances:

1. S 09° 52' 00" E, a distance of 572.31 feet to a calculated point, and
2. S 16° 27' 00" E, a distance of 412.47 feet to a calculated point, being the most easterly southeast corner of the said 260 acre tract;

THENCE, leaving the said west line of Lot 75 of Lakewood Village and leaving the said approximate centerline of Bull Creek, continuing with the said east line of the 260 acre tract, S 43° 57' 06" W, a distance of 566.26 feet to a calculated point, being the intersection of the said east line of the 260 acre tract and the north line of the said 43.32 acre tract, from which an old fence corner found, being the northeast corner of the said 43.32 acre tract, same being the southeast corner of the said Lakewood Village, same also being the northeast corner of Parkhill, a subdivision recorded in Plat Book 81, Pages 307-308 of the said Plat Records of Travis County, bears N 89° 51' 41" E, a distance of 1537.65 feet;

THENCE, leaving the said east line of the 260 acre tract, with the said north line of the 43.32 acre tract, N 89° 51' 41" E, a distance of 509.63 feet to a calculated point, being the intersection of the said north line of the 43.32 acre tract and the said west line of Lot 75 of Lakewood Village, same being on the approximate centerline of Bull Creek;

THENCE, leaving the said north line of the 43.32 acre tract, with the said west line of Lot 75 of Lakewood Village, being with the meanders of the approximate centerline of Bull Creek, over and across the said 43.32 acre tract, S 14° 30' 31" E, a distance of 12.87 feet to a calculated point, being the southwest corner of the said Lot 75 of Lakewood Village;

THENCE, leaving the said west line of Lot 75 of Lakewood Village and leaving the said approximate centerline of Bull Creek, with the said south line of Lot 75 of Lakewood Village, continuing over and across the said 43.32 acre tract, N 84° 47' 00" E, a distance of 54.85 feet to a calculated point, being the southeast corner of said Lot 75 of Lakewood Village, same being a point on the west right-of-way line of the said Lakewood Drive, from which a 3/8-inch iron rod found, being a point of tangency on the east right-of-way line of the said Lakewood Drive, same being a point of tangency on the west line of Lot 4, Block A of the said Lakewood Village, bears N 14° 48' 58" W, a distance of 354.98 feet and N 75° 11' 02" W, a distance of 60.00 feet;

THENCE, leaving said south line of Lot 75 of Lakewood Village, continuing over and across the said 43.32 acre tract, with the said west right-of-way line of Lakewood Drive, the following three (3) courses and distances:

1. S 14° 48' 58" E, a distance of 20.19 feet to a calculated point at a point of curvature,
2. with a curve to the right having a radius of 603.82 feet, a central angle of 09° 59' 52" and an arc length of 105.36 feet, along the chord bearing S 09° 49' 02" E, a chord distance of 105.23 feet to a calculated point at a point of tangency, from which a 1 3/4-inch iron pipe found, being a point of tangency on the said east right-of-way line of Lakewood Drive, same being a point of tangency on the west line of Lot 3, Block A of the said Parkhill, bears N 85° 10' 54" E, a distance of 60.00 feet, and

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3. S 04° 49' 06" E, a distance of 345.92 feet to a calculated point, being the intersection of the said west right-of-way line of Lakewood Drive and the north right-of-way line of RM Highway 2222, from which an iron rod found in concrete, being the intersection of the said east right-of-way line of Lakewood Drive and the said north right-of-way line of RM Highway 2222, same being the southwest corner of Lot 6, Block A of the said Parkhill, bears S 72° 53' 58" E, a distance of 64.68 feet;

THENCE, leaving the said west right-of-way line of Lakewood Drive, continuing over and across the said 43.32 acre tract, with the said north right-of-way line of RM Highway 2222, N 72° 53' 58" W, a distance of 269.32 feet to a concrete monument found, being the intersection of the said north right-of-way line of RM Highway 2222 and the said east right-of-way line of State Highway Loop 360,

THENCE, leaving the said north right-of-way line of RM Highway 2222, over and across, consecutively, the said 43.32 acre tract and the said 260 acre tract, with the said east right-of-way line of State Highway Loop 360, the following seven (7) courses and distances:

1. N 59° 26' 47" W, a distance of 427.04 feet to a concrete monument found,
2. N 24° 18' 12" W, a distance of 89.75 feet to a concrete monument found,
3. N 15° 08' 18" E, a distance of 462.64 feet to a concrete monument found,
4. N 01° 28' 16" E, a distance of 885.09 feet to a concrete monument found, being 190 feet left of the State Highway Loop 360 centerline station 339+00,
5. N 06° 15' 33" W, a distance of 203.87 feet to a concrete monument found,
6. N 05° 04' 31" E, a distance of 713.98 feet to a concrete monument found at a point of curvature, being 150 feet left of the State Highway Loop 360 centerline station 329+85.8, and

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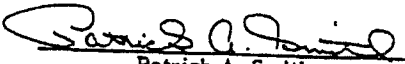
7. with a curve to the right having a radius of 1759.27 feet, a central angle of $18^{\circ}32'54''$ and an arc length of 569.52 feet, along the chord bearing $N 14^{\circ}20'58'' E$, a chord distance of 567.04 feet to the POINT OF BEGINNING, containing 18.82 acres of land.

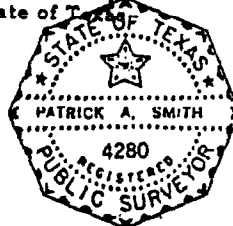
THE STATE OF TEXAS |
 | KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS |

That I, Patrick A. Smith, a Registered Public Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the
27TH day of JUNE, 1985, A.D.

ESPEY, HUSTON & ASSOCIATES, INC.
Engineering & Environmental Consultants
P.O. Box 519
Austin, Texas 78767


Patrick A. Smith
Registered Public Surveyor
No. 4280 - State of Texas



NO. 94-07160

JOSIE ELLEN CHAMPION,
JUANITA CHAMPION MEIER,
AND MARY MARGARET CHAMPION
ROBERSON,

PLAINTIFFS

VS.

CITY OF AUSTIN,

DEFENDANT

www.ck12.org

IN THE DISTRICT COURT

OF TRAVIS COUNTY, TEXAS

353RD JUDICIAL DISTRICT

COMPROMISE SETTLEMENT AGREEMENT

This Compromise Settlement Agreement (Agreement) is made effective on the 13th day of June, 1996, by and between Josie Ellen Champion, Juanita Champion Meier and, Mary Margaret Champion Roberson (the Champions) and the City of Austin (the City).

In consideration of the mutual promises and obligations set forth herein and for other good and valuable consideration, the sufficiency of which is acknowledged by the Champions and the City, the parties agree as follows:

1. For purposes of this Agreement, "the Subject Property" will be the real estate contained in Tracts 1, 2, 3, 4 and 5, such tracts being the following:

Tract 1: 153.75 acres, more or less, out of the James Jett Survey No. 1, Travis County, Texas, Travis County Plat No. 1 4218 08 18, referred to in the Application for Land Status Determination bearing City of Austin filing No. C81-87-020, the legal description of such tract contained in such application being adopted herein as if fully restated.

nlw

OPW
Tract 2: 20.59 acres, more or less, out of the James Jett Survey No. 1, Travis County, Texas, Travis County Tax Plat No. 1 4218 08 18, referred to in Application for Land Status Determination No. C81-87-021, the legal description of such tract contained in such application being adopted herein as if fully restated.

CPE
Tract 3: 49.70 acres, more or less, out of the James Jett Survey No. 1, Travis County, Texas, Travis County Tax Plat No. 1 4218 08 18, referred to in Application for Land Status Determination bearing City of Austin filing No. C81-87-022, the legal description of such tract contained in such application being adopted herein as if fully restated.

S/E
Tract 4: 9 acres, more or less, out of the T. J. Chambers Survey, Travis County, Travis County Tax Plat No. 1 3912 06 01, referred to in Application for Land Status Determination bearing City of Austin filing No. C81-87-023, the legal description of such tract contained in such application being adopted herein as if fully restated.

N/E
Tract 5: 26 acres, more or less, out of the James Jett Survey No. 1 and the Thomas Jefferson Chambers Grant, Travis County, Texas, Travis County Tax Plat No. 1 4211 04 08 (pieces being located on 13418, 14218, 14312) referred to in Application for Land Status Determination bearing City of Austin filing No. C81-87-024, the legal description of such tract contained in such application being adopted herein as if fully restated.

2. Future development of the Subject Property, insofar as such development is within the regulatory and permitting authority of the City, will be governed by the following:

a. Unless otherwise specifically provided in this Agreement, during the term of this agreement all applications relating to development of the Subject Property will be governed solely by the applicable ordinances, rules or other regulations in effect for the subject property on December 8, 1993 immediately prior to the enactment of City of Austin Ordinance No. 931209-H, (the "Bull Creek Ordinance") , including the Lake Austin Watershed Ordinances by virtue of the fact that the tracts were "legal tracts." Such development applications shall include, but not be limited to, all applications for subdivision preliminary plans and final plats, resubdivision or replats, site plans, site development permits, zoning and rezoning (only to the extent that zoning and rezoning ordinances affect lot size, lot dimensions, lot coverage or building size), and all other permits and approvals required for the development of the Subject Property, and all revisions and amendments thereto (other than applications for building or construction permits for structures intended for human occupancy or habitation, which applications will be governed by the laws, ordinances, rules or regulations adopting solely the provisions of uniform building, fire, plumbing or mechanical codes promulgated by a nationally recognized code organization or local amendments to such codes enacted solely to address imminent threats of destruction of property or injury to persons in effect as of the date of the application for the applicable building or construction permit).

b. During the term of this Agreement, it is expressly agreed that the Subject Property may be subdivided and resubdivided so that each Tract may be comprised of one or more separate tracts or lots, under the requirements of the Lake Austin Watershed Ordinance without compliance with any ordinance, rule, regulation or other permitting or approval

requirement adopted after December 8, 1993, including specifically, but without limitation, the Comprehensive Watersheds Ordinance (Ordinance No. 860508-V) as the same has been codified and amended, which ordinance was not applicable by exemption to the Subject Property on December 8, 1993, and that further resubdivisions or replatting of the Subject Property will not trigger the necessity of compliance with the Comprehensive Watersheds Ordinance or any other ordinance, regulation or rule not in effect on December 8, 1993, (except with respect to all applications for building or construction permits for structures intended for human occupancy or habitation, which applications will be governed by the laws, ordinances, rules or regulations adopting solely the provisions of uniform building, fire, plumbing or mechanical codes promulgated by a nationally recognized code organization or local amendments to such codes enacted solely to address imminent threats of destruction of property or injury to persons in effect as of the date of the application for the applicable building or construction permit).

c. During the term of this Agreement, the total amount of impervious cover that may be constructed within Tracts 1, 2 and 3, and that portion of Tract 5 not made subject to Ordinance No. 930513-R will be the maximum impervious cover permitted by the Lake Austin Watershed Ordinance and other ordinances governing such tracts prior to the enactment of the Bull Creek Ordinance, and the amount of impervious cover will not be restricted to an amount less than that permitted by those ordinances.

d. The City will not require a new boundary survey as a condition for rezoning of Tracts 1, 2 and 3.

e. During the term of this Agreement, Tracts 4 and 5 will be permitted to be developed to the maximum extent of impervious cover and building square footage permitted by the Lake Austin Watershed Ordinance and other ordinances in effect on December 8, 1993, and by zoning ordinance No. 920507-B relating to such Tract 4 and zoning ordinance No. 930513-R relating to Tract 5. The restrictive covenant entered into in connection with the enactment of Ordinance 920507-B will be and is hereby amended to delete the following provisions thereof:

"12. Owners shall construct and maintain a detention pond with a minimum volume of two acre feet on the Property. The detention pond will be lined with grasses such (as) Switchgrass and Bushy Bluestem and other appropriate native vegetation for the purpose of reducing the rate of stormwater discharge to the rate of discharge without improvements constructed on the Property"; and

"5. Disturbance of the native vegetation on hillrock and rock outcropping in and along the southern portion of the Property shall be prohibited."

The Champions or their successors in interest shall be permitted to grade the said "hill rock and rock outcropping" to the surrounding natural level.

The aforementioned restrictive covenants will be removed in exchange for the following Agreements as set forth in the Special Exceptions Ordinance, to-wit:

A. For any development on the Property, applicant shall construct property engineered water-quality controls, including at minimum, water quality filtration ponds with full sedimentation chambers as described in the City of Austin Environmental Criteria Manual. The ponds shall be sized to capture the first one-half (.50) inch of stormwater plus one-tenth (.10) of an inch for each additional 10% of impervious cover above 20% from the contributing drainage areas of the project which include impervious

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cover. In the event that any cut and fill variances necessary for the construction of these ponds are not granted, the Applicant shall not be required to comply with this subparagraph 2. e. A. Detention of the 2-year storm will not be required.

B. Any agreements, restrictions, covenants, or other legal documentation necessary to construct and maintain the water quality controls required hereby shall be reviewed by the City Law Department prior to execution, and shall include a provision requiring written City approval prior to termination or assignment.

C. Prior to the issuance of a certificate of occupancy or return of fiscal security for development on all or part of the Property, construction of the water-quality controls required hereby shall be completed, as determined by City of Austin inspection, for the portion of the subject property for which a Certificate of Occupancy or return of fiscal is requested.

f. During the term of this Agreement approvals of site plans for the Subject Property will be approved with necessary variances or other provisions reducing the set backs from Loop 360 and RR 2222 required by the Hill Country Roadways Ordinance (No. 860116-J) to twenty-five feet.

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3. The provisions of this Agreement will not be affected by any transfer or ownership of all or any part of the Subject Property. The rights and duties expressed herein will run with the land, and shall be binding upon, will be for the benefit of, will be assigned by, and will be enforceable by, the Champions and the subsequent owner(s) of the Subject Property, or any part thereof, and their respective successors and assigns.

4. In consideration for the dismissal of the claims in the lawsuit described below, during the term of this Agreement the City will not impose or require any filing, review, inspection, construction or notification fees with respect to any application for the processing or

approval of any subdivision preliminary plans and final plats, resubdivisions or replats, site plans or site development permits, zoning or rezoning for the development of the Subject Property, and all such fees are hereby expressly waived by the City.

5. During the term of this Agreement, the City will follow established regulations and procedures for any legislative actions (including, but not limited to, zoning or rezoning) related to the Subject Property to the extent that such regulations are not inconsistent with the Lake Austin Watershed Ordinance and this Agreement; provided, however, in the event any such legislative action results in requirements or conditions that are contrary to, in addition to, or in any manner inconsistent with, the provisions hereof, the owner(s) of the Subject Property, or any part thereof, may elect any one or more of the following with respect to any such ordinances, rules, regulations or other requirements sought to be imposed on the development or use of the Subject Property: (i) enforcement of any state law applicable to the development of the subject property, including without limitation, Sections 481.142, et seq., TEX. GOV'T CODE; (ii) assertion of all claims for attorneys' fees, court costs, temporary taking damages, permanent taking damages or other damages that were asserted or could have been asserted in the lawsuit described below and any such claims that may arise hereafter; and (iii) assertion of any other legal or equitable rights or claims that might exist with respect to the City's actions regarding the Subject Property.

6. Tracts 4 and 5 (excluding that portion of Tract 5 not made subject to zoning ordinance No. 930513-R). The exception granted herein shall apply to any "project" as that term is defined in Section 481.142, Texas Government Code, commenced on Tracts 4 and 5

~ June 2006

within ten years by the filing of an application for preliminary subdivision (if applicable) and by the filing and approval of a site plan. In the event that said subdivision and site plan approval are not obtained within the ten year period, all subsequent permits for a "project" shall be governed by the Austin City Code in effect at the time of the filing of the development application.

Tracts 1, 2 and 3 and the portion of Tract 5 not made subject to zoning ordinance No. 930513-R. The exceptions granted herein shall apply to any "project" as that term is defined in Section 481.142, Texas Government Code, commenced on Tracts 1, 2 3, or that portion of Tract 5 not made subject to zoning ordinance No. 930513-R within six years by the filing of an application for preliminary subdivision plan or any other development permit. Provided, however, that any application filed within six years will be subject to expirations contained in the Austin City Code in effect as of December 8, 1993. In the event that said development permit is not filed within the six year period, all subsequent permits for a "project" shall be governed by the Austin City Code in effect at the time of the filing of the development application.

Notwithstanding the foregoing, should the owners elect, applications filed during the first six years from the effective date of this Ordinance may be governed by the provisions of state law and the Austin City Code in effect at the time of the filing of said applications.

7. Nothing in this Agreement will prevent the City and the owner(s) of the Subject Property, or any part thereof, from making agreements regarding the development or use of the Subject Property, or any part thereof owned by such party, in addition or contrary to the

provisions hereof by agreement; provided, any such agreement must be in writing and executed by the City and the owners of the portions of the Subject Property affected thereby, and further provided that any such agreement shall expressly reference this Agreement.

8. The Champions and the City agree to submit to the Court in Cause No. 94-07160, in the 353rd District Court of Travis County, Texas, a proposed Agreed Order in the form attached hereto as Exhibit A and to request the Court to enter the Agreed Order in accordance with the settlement set forth in this Agreement.

9. Notwithstanding anything herein to the contrary, in the event of any conflict between any provision of this Compromise Settlement Agreement and the Special Exceptions Ordinance, the parties hereto agree that the Special Exceptions Ordinance shall control.

10. The City and the Champions warrant that the parties executing this Agreement have the all requisite authority to bind the parties and are executing the Agreement within the scope of and in accordance with such authority.

11. Unless expressly stated otherwise in this Agreement, the provisions hereof are binding on all successors, agents, employees, representatives and assigns of the City and the Champions.

12. This Agreement is made in settlement of disputed claims and causes of action, and the provisions hereof are not to be construed as an admission of liability by any party, which liability is hereby denied; nor is this Agreement or any proceeding in the lawsuit between the parties to be considered as res judicata, collateral estoppel or binding in any manner on persons or entities not parties hereto or otherwise entitled to the benefits by the express provisions

hereof.

EXECUTED to be effective the 11th day of July, 1996.

Josie Ellen Champion
JOSIE ELLEN CHAMPION

Janita Champion Meier
JANITA CHAMPION MEIER

MARY MARGARET CHAMPION ROBERSON

CITY OF AUSTIN

By: Alice Glasco
Printed Name: ALICE GLASCO
Its: _____

STATE OF TEXAS

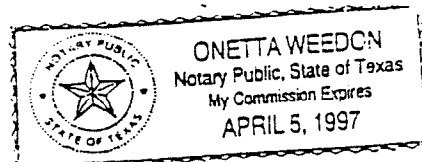
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COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, appeared JOSIE ELLEN CHAMPION, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on the 11th day of July, 1996, to certify which witness my hand and official seal.

Onetta Weedon
Notary Public, State of Texas
My Commission Expires: _____
Printed Name: _____



STATE OF TEXAS

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COUNTY OF TRAVIS

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BEFORE ME, the undersigned authority, appeared JUANITA CHAMPION MEIER, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

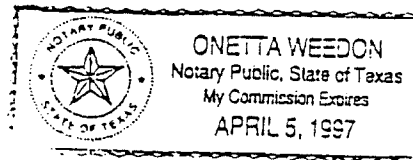
SUBSCRIBED AND SWORN TO BEFORE ME on the 11th day of July, 1996, to certify which witness my hand and official seal.

Onetta Weedon

Notary Public, State of Texas

My Commission Expires: _____

Printed Name: _____



STATE OF TEXAS

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COUNTY OF DALLAS

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BEFORE ME, the undersigned authority, appeared MARY MARGARET CHAMPION ROBERSON, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on the _____ day of _____, 1996, to certify which witness my hand and official seal.

Notary Public, State of Texas

My Commission Expires: _____

Printed Name: _____

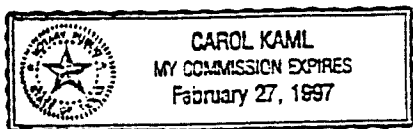
STATE OF TEXAS

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COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, appeared Alice Gleason,
_____, for the City of Austin, known to me to be the person whose name
is subscribed to the foregoing instrument and acknowledged to me that he executed the same for
the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on the 27th day of
June, 1996, to certify which witness my hand and official seal.



Carol Kaml
Notary Public, State of Texas
My Commission Expires: _____
Printed Name: _____

ORDINANCE NO. 20180215-013

AN ORDINANCE ADOPTING AND AUTHORIZING EXECUTION OF THE FIRST AMENDMENT TO THE COMPROMISE SETTLEMENT AGREEMENT RELATED TO CAUSE NO. 94-07160, JOSIE ELLEN CHAMPION, ET AL V. CITY OF AUSTIN IN THE 353RD JUDICIAL DISTRICT COURT OF TRAVIS COUNTY; AMENDING ORDINANCE NO. 960613-J; MODIFYING PROVISIONS OF THE HILL COUNTRY ROADWAY REGULATIONS IN CITY CODE CHAPTER 25-2; AND MODIFYING PROVISIONS OF THE LAKE AUSTIN WATERSHED REGULATIONS IN ORDINANCE NO. 840301-F.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

PART 1. In this ordinance:

- (1) **ORIGINAL AGREEMENT** means the 1996 Compromise Settlement Agreement related to Cause No. 94-07160, Josie Ellen Champion, et al v. City Of Austin in the 353rd Judicial District Court of Travis County.
- (2) **FIRST AMENDMENT** means the First Amendment to the Original Agreement attached as **Exhibit "1"** to this ordinance.
- (3) **PROPERTY** means Lot 1, Block A, Champion City Park East subdivision, a subdivision in Travis County, Texas, as recorded in Document No. 200300122 of the Official Public Records of Travis County, Texas, locally known as 6409 City Park Road in the City of Austin, Travis County, Texas and referred to as Tract 3 in the Original Agreement.
- (4) **OWNER** means 2222 CAP. TEXAS LLC, a Texas limited liability company.

PART 2. City Council adopts the First Amendment, which is attached as **Exhibit "1"** and incorporated herein by reference, and authorizes execution by the City Manager. City Council further authorizes the City Manager to accept the Restrictive Covenant associated with the First Amendment.

PART 3. To the extent that a conflict exists, Ordinance No. 960613-J is amended by the First Amendment.

PART 4. To effectuate the First Amendment, City Council modifies the following City Code provisions:

(1) Lake Austin Watershed Regulations (Ordinance No. 840301-F.)

- (a) Impervious Cover Limitations: Section 9-10-382 (*Prohibited on Steep Slopes*) is modified to allow .07 acres of impervious cover on slopes greater than 35%.
- (b) Impervious Cover Limitations: Section 9-10-383 (a) (2) and (3) (*Multi-Family Residential Development*) are modified to allow 2.32 acres of impervious cover on slopes of 15-25% gradient and .90 acres of impervious cover on slopes of 25-35%.
- (c) In no case may impervious cover on the Property exceed 5.49 acres.
- (d) Erosion and Sedimentation Control: Section 9-10-409 (a) and (b) (*Cut and Fill*) are modified to allow:
 - (i) a maximum 34,848 square feet of cut greater than 4 feet, but less than 12 feet;
 - (ii) a maximum 17,424 square feet of cut greater than 12 feet, but less than 20 feet;
 - (iii) a maximum 2,613.60 square feet of cut greater than 20 feet, but less than 24 feet;
 - (iv) a maximum 217.80 square feet of cut greater than 24 feet, but less than 28 feet;
 - (v) a maximum 79,932.60 square feet of fill greater than 4 feet, but less than 12 feet; and
 - (vi) a maximum 20,037.60 square feet of fill greater than 12 feet, but less than 20 feet.
- (e) City Council modifies Section 9-10-377 (*Variances*) to grant variances from Lake Austin Watershed Ordinance No. 840301-F consistent with (a), (b), (c), and (d) as stated above without Planning Commission approval.

(2) Hill Country Roadway Requirements. (City Code Chapter 25-2, Subchapter C, Articles 9 and 11.)

- (a) Landscaping: Section 25-2-1023 (D) (2) (*Roadway Vegetative Buffer*) is modified to allow a building to be placed within 10 feet of a dedicated drainage easement.
- (b) City Council modifies provisions of Section 25-2-1001 (*Procedures*) to allow City Council approval of alternatives to compliance with Article 9 without Land Use Commission approval.
- (c) Development Standards: Section 25-2-1123(B) (1) and (2), (C), and (D) (*Construction on Slopes*) are modified to allow:
 - (i) additional construction methods beyond pier & beam;
 - (ii) the placement of walls lower than the finish floor elevation for the garage;
 - (iii) structural excavation down gradient of 15% slopes to exceed 8 feet (up to 34 feet); and
 - (iv) 8 foot tall terraced walls.
- (d) Development Standards: Section 25-2-1124(A) (1) (*Building Height*) is modified to allow a 53 foot building at 135 feet from FM 2222 without a determination that an unusual circumstance exists, so long as the proposed development meets six of the twelve criteria described in Section 25-2-1129.
- (e) Development Standards: Section 25-2-1128 (B)(2) (*Development Bonuses*) is modified to allow the following without a determination that an unusual circumstance exists, so long as the proposed development meets six of the twelve criteria described in Section 25-2-1129:
 - (i) an increase in the building height in the low intensity zone from 28 feet to 40 feet; and
 - (ii) an increase in the building height in the moderate intensity zone from 40 feet to 53 feet.
- (f) City Council modifies Section 25-2-1105 (*Waivers*) to grant waivers consistent with (c), (d), and (e) as stated above without Land Use Commission approval.

PART 5. As provided in the First Amendment, the variances and waivers in Part 4 are conditioned on implementation and compliance with the following environmental controls during the construction phase of the development. A site plan or building permit may not

be approved, released, or issued if the development is not in compliance with the following:

- (1) Comply with current Environmental Criteria Manual (ECM) requirements for construction phase temporary erosion and sedimentation controls.
- (2) Install rough cut of water quality ponds before any other grading, except grading necessary to create the ponds, and grade so that all disturbed areas drain to these ponds.
- (3) Use rough cut ponds as settling basins with pumped discharge using a floating intake to a "dirt bag" or similar filtration prior to discharge to creek.
- (4) Ponds should be cleaned of accumulated sediment before sediment depth reaches a depth greater than 1 foot.
- (5) Use berms or similar methods prior to site grading to divert up gradient stormwater around limits of construction in a manner that distributes flow to prevent concentrated, erosive flow.
- (6) Incorporate methods from ECM, Appendix V, Fig. 1-1 for temporary erosion controls modified to accommodate the 10 year storm rather than the standard 2 year storm.
- (7) Apply mulch or similar cover on all disturbed areas as temporary stabilization within 7 days of disturbance unless ready for permanent revegetation.
- (8) For disturbed areas on slopes greater than 15% apply hydromulch with fiber reinforced matrix as temporary stabilization within 7 days of disturbance unless ready for permanent revegetation.
- (9) Apply permanent revegetation using hydromulch with fiber reinforced matrix within 7 days of final grading.
- (10) Comply with current erosion hazard zone code and criteria.
- (11) All construction phase controls must be inspected at least every 7 days and within 24 hours of each rainfall event of 1/2" or greater. Inspection should be conducted by an independent Certified Professional in Erosion and Sedimentation Control (CPESC) inspector employed by the Owner, not the construction contractor. Inspector should provide a written report with recommendations to the general contractor and Owner and such report must be made available to the City upon request.

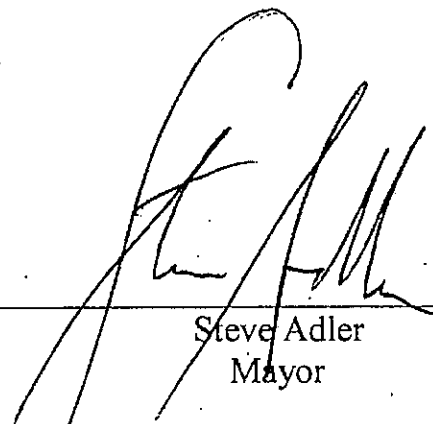
- (12) Grading shall be phased to limit disturbed areas with construction beginning at higher areas of the site with disturbed areas temporarily stabilized prior to clearing and grading lower areas, except grading necessary to create temporary sediment ponds.
- (13) Any access to City Park Road must span the tributary of Bull Creek from high water mark to high water mark.
- (14) Mechanical equipment must be located at ground level or within buildings to reduce visibility and noise.
- (15) Comply with the requirements in 25-8-281 (Critical Environmental Features) and 25-8-282 (Wetland Protection) and provide critical environmental feature buffers as shown in **Exhibit "2"**;

PART 6. This ordinance takes effect on February 26, 2018.

PASSED AND APPROVED


_____, February 15, 2018

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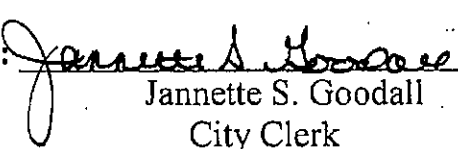
Steve Adler
Mayor

APPROVED:



Anne L. Morgan
City Attorney

ATTEST:



Jannette S. Goodall
City Clerk

EXHIBIT 1

**FIRST AMENDMENT TO THE COMPROMISE SETTLEMENT
AGREEMENT REGARDING CHAMPIONS TRACT 3**

**FIRST AMENDMENT TO THE COMPROMISE SETTLEMENT AGREEMENT
REGARDING CHAMPIONS TRACT 3**

This First Amendment to the Compromise Settlement Agreement (the "First Amendment") is made and entered into by and between 2222 CAP. TEXAS, LLC, a Texas limited liability company ("CAP") and the City of Austin (the "City") for the purposes and on the terms specified herein and operates in conjunction with the Compromise Settlement Agreement (the "Original Agreement"), effective July 11, 1996.

RECITALS

WHEREAS, the City approved an ordinance adopting the Original Agreement between the Champion Assets, Ltd., a Texas limited partnership; Champion-Meier Assets, Ltd., a Texas limited partnership; and Champion Legacy Partners, L.P., a Texas limited partnership, successors to Josie Ellen Champion, Juanita Champion Meier, and Mary Margaret Champion Roberson (the "Champions") and the City on June 13, 1996; and

WHEREAS, the Champions received approval to zone for multi-family use 32.262 acres of land being a portion of the land referred to in the Original Agreement as Tract 3, located at 6409 City Park Road, and described as Lot 1, Block A, Champion City Park East subdivision, a subdivision in Travis County, Texas, as recorded in Document No. 200300122 of the Official Public Records of Travis County, Texas ("Tract 3"); and

WHEREAS, CAP purchased Tract 3 from the Champions and is the current owner of Tract 3; and

WHEREAS, CAP seeks variances to City environmental regulations and site development regulations applicable to Tract 3; and

WHEREAS, CAP is willing to place restrictions on Tract 3 included in this First Amendment and a Restrictive Covenant of even date; and

WHEREAS, in accordance with Paragraph 7 of the Original Agreement, the City and CAP are executing this First Amendment and a Restrictive Covenant to amend the provisions regarding site development and use of Tract 3;

NOW, THEREFORE, in consideration of the recitals, the mutual covenants and agreements contained in this First Amendment, CAP and the City agree as follows:

TERMS OF AMENDMENT

I. The Original Agreement is amended to add a new Section 13 to read:

13. The Champions have executed and delivered to the City a Restrictive Covenant in the form attached and incorporated herein as **EXHIBIT A**, which has been filed of record. The Restrictive Covenant runs with the land, is binding on CAP, and restricts development activity within a portion of Tract 3 more particularly described in the attached and incorporated **EXHIBIT B** (the "Undeveloped Property").

II. Section 2.c. of the Original Agreement is amended to delete reference to Tract 3.

III. The Original Agreement is amended to add a new Section 2.g. to read:

- g. During the term of this Agreement, the modifications to City regulations and the conditions established for the modifications listed in this subsection apply to the initial multi-family development on Tract 3. The modifications do not apply to any subsequent development or redevelopment of Tract 3.

1. Modifications to Lake Austin watershed regulations (Ordinance No. 840301-F)

A. Impervious cover modifications

- i. Section 9-10-382 (*Prohibited on Steep Slopes*) is modified to allow .07 acres of impervious cover on slopes greater than 35%.
- ii. Section 9-10-383 (*Multi-Family Residential Development*), subsections (a) (2) and (3) are modified to allow 2.32 acres of impervious cover on slopes of 15-25% gradient and .90 acres of impervious cover on slopes of 25-35%.
- iii. In no case may impervious cover on Tract 3 exceed 5.49 acres.

B. Cut and fill modifications. Section 9-10-409 (*Cut and Fill*), subsections (a) and (b) are modified to allow:

- i. A maximum 34,848 square feet of cut greater than 4 feet, but less than 12 feet,
- ii. a maximum 17,424 square feet of cut greater than 12 feet, but less than 20 feet,

- iii. a maximum 2,613.60 square feet of cut greater than 20 feet, but less than 24 feet,
 - iv. a maximum 217.80 square feet of cut greater than 24 feet, but less than 28 feet,
 - v. a maximum 79,932.60 square feet of fill greater than 4 feet, but less than 12 feet,
 - vi. a maximum 20,037.60 square feet of fill greater than 12 feet, but less than 20 feet.
2. Modifications to Hill Country Roadway regulations. (City Code Chapter 25-2, subchapter C, Articles 9 and 11).
- A. Section 25-2-1023 (*Roadway Vegetative Buffer*), subsection (D) (2) is modified to allow a building to be placed within 10 feet of a dedicated drainage easement.
 - B. Section 25-2-1123 (*Construction on Slopes*), subsections (B)(1), (B)(2), (C), and (D) are modified to allow:
 - i. additional construction methods beyond pier & beam,
 - ii. the placement of walls lower than the finish floor elevation for the garage,
 - iii. structural excavation down gradient of 15% slopes to exceed 8 feet (up to 34 feet), and
 - iv. 8 foot tall terraced walls.
 - C. Section 25-2-1124 (*Building Height*), subsection (A) (1) is modified to allow a 53 foot building at 135 feet from FM 2222 without a determination that an unusual circumstance exists, so long as the proposed development meets six of the twelve criteria described in Section 25-2-1129.

- D. Section 25-2-1128 (8)(2). (*Development Bonuses*) is modified to allow the following without a determination that an unusual circumstance exists, so long as the proposed development meets six of the twelve criteria described in Section 25-2- 1129:
- i. an increase in the building height in the low intensity zone from 28 feet to 40 feet; and
 - ii. an increase in the building height in the moderate intensity zone from 40 feet to 53 feet.
3. The modifications listed in subsection g. 1. and 2. of this Agreement are conditioned on implementation and compliance with the environmental controls listed in this subsection during the construction phase. A site plan or building permit may not be approved, released, or issued if the development is not in compliance with the following:
- A. Comply with current Environmental Criteria Manual ("ECM") requirements for construction phase temporary erosion and sedimentation controls.
 - B. Install rough cut of water quality ponds before any other grading and grade so that all disturbed areas drain to these ponds.
 - C. Use rough cut ponds as settling basins with pumped discharge using a floating intake to a "dirt bag" or similar filtration prior to discharge to creek.
 - D. Ponds should be cleaned of accumulated sediment before sediment depth reaches a depth greater than one (1) foot.
 - E. Use berms or similar methods prior to site grading to divert up gradient stormwater around limits of construction in a manner that distributes flow to prevent concentrated, erosive flow.
 - F. Incorporate methods from ECM, Appendix V, Fig. 1-1 for temporary erosion controls modified to accommodate the 10 year storm rather than the standard 2 year storm.
 - G. Apply mulch or similar cover on all disturbed areas as temporary stabilization within seven (7) days of disturbance unless ready for permanent revegetation.

- H. For disturbed areas on slopes greater than 15% apply hydro-mulch with fiber reinforced matrix as temporary stabilization within seven (7) days of disturbance unless ready for permanent revegetation.
- I. Apply permanent revegetation using hydro-mulch with fiber reinforced matrix within 7 days of final grading.
- J. Comply with current erosion hazard zone code and criteria.
- K. All construction phase controls must be inspected at least every seven (7) days and within 24 hours of each rainfall event of ½" or greater. Inspection should be conducted by an independent Certified Professional in Erosion and Sedimentation Control ("CPESC") inspector employed by the Owner, not the construction contractor. Inspector should provide a written report with recommendations to the general contractor and Owner and such report must be made available to the City upon request.
- L. Grading should be phased with construction beginning at higher areas of the site with disturbed areas temporarily stabilized prior to clearing and grading lower areas, except grading necessary to create temporary sediment ponds.
- M. Any access to City Park Road must span the tributary of Bull Creek from high water mark to high water mark and there should be no fill inside the tributary. A complete span from high water mark to high water mark is preferred, however, a single support is allowed within the channel.
- N. Mechanical equipment must be located at ground level or within buildings to reduce visibility and noise.
- O. Comply with the requirements in 25-8-281 (*Critical Environmental Features*) and 25-8-282 (*Wetland Protection*) and provide critical environmental feature buffers as shown in **EXHIBIT C**.

IV. Miscellaneous Provisions

- A. Designation of Department or Official. Designation by this Agreement of a particular City department, director, official, or commission includes any other City department, director, official, or commission to which the City's duties or responsibilities may be assigned under this First Amendment.

- B. Designation of City Codes. Designation of a city code chapter or section includes any successor or replacement code section or chapter.
- C. Binding. This Agreement will be binding upon the heirs, representatives, successors and assigns of each of the parties to this First Amendment.
- D. Effective Date. The effective date of this Agreement will be the latest date that both parties have signed and executed this First Amendment.
- E. Applicable Law and Venue. The construction and validity of this First Amendment shall be governed by the laws of the State of Texas. This First Amendment is performable in Travis County, Texas.
- F. No Party To Be Deemed Drafter. CAP and the City have both had the opportunity to have legal counsel examine this First Amendment. Accordingly, this First Amendment will not be interpreted for or against either party due solely to the fact that one party was the principal author of this First Amendment.
- G. Term; Termination. This First Amendment shall be effective as of the date signed by all parties and shall terminate upon completion of the initial multi-family development or 10 (ten) years after the effective date, whichever is sooner. Notwithstanding the foregoing, the restrictive covenant will survive expiration of the contract.
- H. Filing. This First Amendment shall be filed of record.
- I. Authority. The parties warrant that they have authority to execute this First Amendment.
- J. Assignment of Owner Rights. CAP may assign in whole or part its rights and obligations under this First Amendment to persons purchasing all or part of the Property.
- K. Ratification of Original Agreement. Any and all terms and provisions of the Original Agreement shall, except as and to the extent expressly amended and modified by this First Amendment, remain in full force and effect.
- L. Severability. If a court of competent jurisdiction determines that a term or provision of this Agreement is void or unenforceable, the remainder of this Agreement remains effective to the extent permitted by law.

EXECUTED to be effective the ____ day of _____, 2018

2222 CAP. TEXAS, LLC,
a Texas limited liability company

By: _____
Name: J. Mark Stevenson
Title: Manager

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ____ day of _____, 2018,
by J. Mark Stevenson, Manager of 2222 CAP. TEXAS, LLC, a Texas limited liability company,
on behalf of said company.

Notary Public, State of Texas

CITY OF AUSTIN,
a home-rule municipal corporation

By: _____
Name: Joseph Pantalion, P.E.
Title: Interim Assistant City Manager

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the _____ day of _____, 2018, by Joseph Pantalion, P.E., Interim Assistant City Manager, City of Austin, a home-rule municipal corporation, on behalf of said entity.

Notary Public, State of Texas

APPROVED AS TO FORM:

Assistant City Attorney

Attached:

EXHIBIT A -the Restrictive Covenant
EXHIBIT B -the Legal Description for the Undeveloped Property
EXHIBIT C -the Critical Environmental Feature Buffers

FIRST AMENDMENT TO THE COMPROMISE SETTLEMENT AGREEMENT
REGARDING CHAMPION STRACT 3

EXHIBIT A

RESTRICTIVE COVENANT

RESTRICTIVE COVENANT

OWNER: 2222 CAP. TEXAS, LLC, a Texas limited liability company

PROPERTY ADDRESS: 6409 City Park Road, Austin, Texas 78702

CONSIDERATION: Ten and No 100 Dollars (\$10.00) and other good and valuable consideration paid by the City of Austin to the Owner, the receipt and sufficiency of which is acknowledged.

PROPERTY: Lot 1, Block A, Champion City Park East subdivision, a subdivision in Travis County, Texas, as recorded in Document No. 200300122 of the Official Public Records of Travis County, Texas (the "Property").

WHEREAS, Owner (the "Owner", whether one or more) of the Property and the City of Austin have agreed that the Property should be impressed with certain covenants and restrictions;

WHEREAS, Owner and the City of Austin have agreed to amend the 1996 Compromise Settlement Agreement related to Cause No. 94-07160, *Josie Ellen Champion, et al v. City of Austin* in the 353rd Judicial District Court of Travis County and execute the First Amendment to the Compromise Settlement Agreement;

NOW, THEREFORE, it is declared that Owner of the Property, for the consideration, shall hold, sell and convey the Property, subject to the following covenants and restrictions impressed upon the Property by this restrictive covenant ("Agreement"). These covenants and restrictions shall run with the land, and shall be binding on Owner of the Property, their heirs, successors, and assigns.

1. Owner agrees not to construct any improvements or allow any development, other than for unimproved hiking trails less than 3 feet in width, wildfire management, or security concerns, on the portion of the Property described by metes and bounds in **EXHIBIT "A"** attached and incorporated into this covenant, provided that such allowed improvements or development comply with the City Code requirements in effect at the time of application. Such activities are limited to removal of brush and trees smaller than eight (8) inches in diameter.
2. Impervious cover on Tract 3 may not, under any circumstance, exceed 5.49 acres.
3. If any person or entity shall violate or attempt to violate this Agreement, it shall be lawful for the City of Austin to prosecute proceedings at law or in equity against such person or entity violating or attempting to violate such Agreement, to prevent the person or entity from such action, and to collect damages for such actions.

4. If any part of this Agreement is declared invalid, by judgment or court order, the same shall in no way affect any of the other provisions of this Agreement, and such remaining portion of this Agreement shall remain in full effect.
5. If at any time the City of Austin fails to enforce this Agreement, whether or not any violations of it are known, such failure shall not constitute a waiver or estoppel of the right to enforce it.
6. This Agreement may be modified, amended, or terminated only by joint action of both a majority of the members of the City Council of the City of Austin, and the owner(s) of the Property, or a portion of the Property, subject to the modification, amendment or termination at the time of such modification, amendment, or termination.

EXECUTED this the _____ day of _____, 2018.

2222 CAP. TEXAS, LLC,
a Texas limited liability company

By: _____

Name: J. Mark Stevenson

Title: Manager

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this ____ day of _____, 2018, by J. Mark Stevenson, Manager of 2222 CAP. TEXAS, LLC, a Texas limited liability company.

Notary Public, State of Texas

APPROVED AS TO FORM:

Assistant City Attorney

Chaparral**Professional Land Surveying, Inc.
Surveying and Mapping**Office: 512-443-1724
Fax: 512-389-09433500 McCall Lane
Austin, Texas 78744

EXHIBIT "_____"

**PORTION OF LOT 1, BLOCK A,
CHAMPION CITY PARK EAST SUBDIVISION****30.071 ACRES****JAMES JETT SURVEY NO. 1, ABSTRACT NO. 437****CITY OF AUSTIN FULL PURPOSE LIMITS, TRAVIS COUNTY, TEXAS**

A DESCRIPTION OF 30.071 ACRES (APPROXIMATELY 1,309,879 SQ. FT.), BEING A PORTION OF LOT 1, BLOCK A, CHAMPION CITY PARK EAST SUBDIVISION, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED UNDER DOCUMENT NO. 200300122 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 30.071 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a fence post found in the southwest right-of-way line of R.M. 2222 (right-of-way width varies), being the easternmost corner of said Lot 1, being also an angle point in the northeast line of Lot 2, Shepherd Mountain Phase One, a subdivision of record in Volume 83, Pages 200A-200B of the Plat Records of Travis County, Texas;

THENCE with the southwest line of said Lot 1, the northeast line of said Lot 2 and the northeast line of Block B, Shepherd Mountain Phase Two, a subdivision of record in Volume 86, Pages 155D-156C of the Plat Records of Travis County, Texas, the following six (6) courses and distances:

1. North 82°31'47" West, a distance of 1852.62 feet to a 1/2" rebar found;
2. North 82°33'18" West, a distance of 180.16 feet to a 1/2" rebar found;
3. North 82°28'53" West, a distance of 172.97 feet to a 1/2" rebar found;
4. North 82°31'03" West, a distance of 307.12 feet to a 1/2" rebar found;
5. North 82°21'57" West, a distance of 220.31 feet to a 1/2" rebar found;
6. North 82°22'35" West, a distance of 137.31 feet to a mag nail with "Chaparral" washer set for an angle point in the southeast right-of-way line of City Park Road, (right-of-way width varies), being the westernmost corner of said Lot 1;

EXHIBIT A

Page 2

THENCE North 37°40'26" East with the southeast right-of-way line of City Park Road and the northwest line of said Lot 1, a distance of 310.01 feet to a calculated point, from which a 1/2" rebar with "Chaparral" cap found in the southeast right-of-way line of City Park Road and the northwest line of said Lot 1, bears North 37°40'26" East, a distance of 42.25 feet;

THENCE crossing said Lot 1, the following seven (7) courses and distances:

1. South 39°42'47" East, a distance of 362.04 feet to a calculated point;
2. North 50°17'13" East, a distance of 377.11 feet to a calculated point;
3. South 61°55'29" East, a distance of 172.35 feet to a calculated point;
4. South 28°00'16" East, a distance of 127.03 feet to a calculated point;
5. South 80°32'48" East, a distance of 299.33 feet to a calculated point;
6. North 81°59'45" East, a distance of 198.68 feet to a calculated point;
7. North 21°08'43" East, a distance of 281.69 feet to a calculated point in the southwest right-of-way line of R.M. 2222 and the northeast line of said Lot 1, from which a TXDOT type II disk found in the southwest right-of-way line of R.M. 2222 and the northeast line of said Lot 1, bears North 28°12'39" West, a distance of 256.85 feet;

THENCE with the southwest right-of-way line of R.M. 2222 and the northeast line of said Lot 1, the following eight (8) courses and distances:

1. South 28°12'39" East, a distance of 251.22 feet to a TXDOT type II disk found;
2. With a curve to the left, having a radius of 2984.79 feet, a delta angle of 11°42'31", an arc length of 609.95 feet, and a chord which bears South 34°03'51" East, a distance of 608.89 feet to a TXDOT type II disk found;
3. South 39°54'05" East, a distance of 420.82 feet to a TXDOT type II disk found;
4. South 53°27'25" West, a distance of 49.50 feet to a TXDOT type II disk found;
5. South 38°27'24" East, a distance of 208.76 feet to a TXDOT type II disk found;
6. North 52°37'20" East, a distance of 62.31 feet to a TXDOT type II disk found;
7. South 39°52'38" East, a distance of 249.41 feet to a TXDOT type II disk found;


Page 3

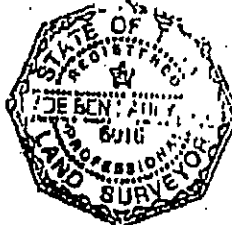
8. South 08°56'39" East, a distance of 247.90 feet to the POINT OF BEGINNING, containing 30.071 acres of land, more or less.

Surveyed on the ground on September 8, 2016

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, based on GPS Solutions from The National Geodetic Survey (NGS) On-Line Positioning User Service (OPUS).

Attachments: Survey Drawing No. 586-002-30.071AC.

 9/20/16
Joe Ben Early, Jr.
Registered Professional Land Surveyor
State of Texas No. 6018
TBPLS Firm No. 10124500



REFERENCES
TCAD Property ID #: 564848
Austin Grid Map F30

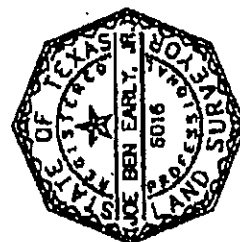
SKETCH TO ACCOMPANY A DESCRIPTION OF 30.071 ACRES (APPROXIMATELY 1,309,879 SQ. FT.), BEING A PORTION OF LOT 1, BLOCK A, CHAMPION CITY PARK EAST SUBDIVISION, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED UNDER DOCUMENT NO. 200300122 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N62°31'47"W	1852.62'
L2	N62°33'18"W	180.16'
L3	N62°29'53"W	172.97'
L4	N62°31'03"W	307.12'
L5	N62°21'57"W	220.31'
L6	N62°22'35"W	137.31'
L7	N37°40'26"E	310.01'
L8	S38°42'47"E	362.04'
L9	N50°17'13"E	377.11'
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L11	S28°00'15"E	127.03'
L12	S60°32'48"E	299.33'
L13	N61°59'45"E	196.58'
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L15	S28°12'38"E	251.22'
L16	S38°54'05"E	420.62'
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L20	S38°52'38"E	249.41'
L21	S06°56'39"E	247.90'

CURVE TABLE				
CURVE	RADIUS	DELTA	ARC	BEARING
C1	2984.79'	11°42'31"	609.95'	S34°03'51"E
				CHORD 608.89'

LEGEND

- 1/2" REBAR FOUND (OR AS NOTED)
- 1/2" REBAR WITH "CHAPARRAL" BOUNDARY CAP FOUND
- ⊙ TADPOLE TYPE IR DISK FOUND
- FENCE POST FOUND
- △ MAG NAIL WITH "CHAPARRAL" WASHER FOUND
- △ CALCULATED POINT
- () RECORD INFORMATION

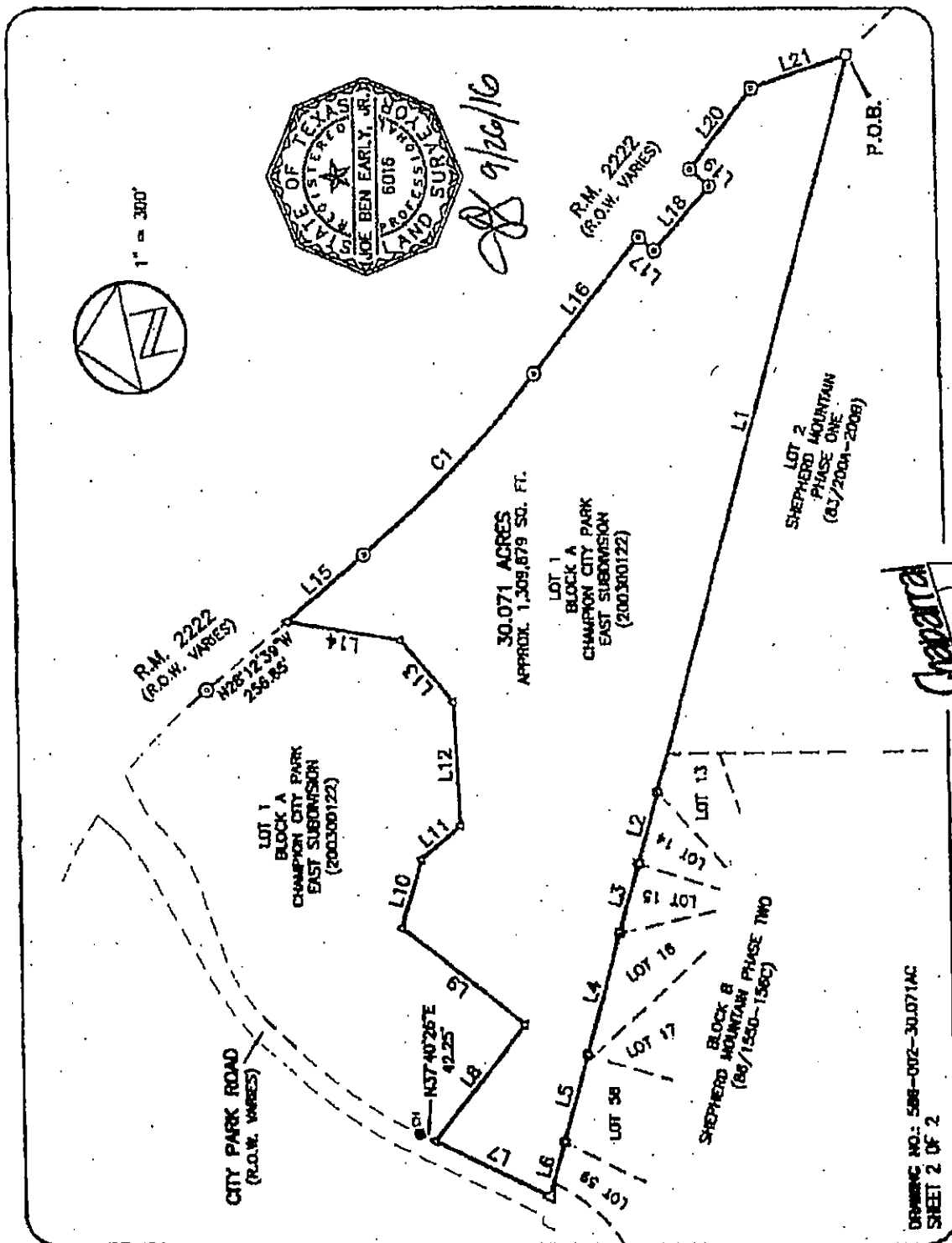


DATE OF SURVEY: 8/8/13
 PLAT DATE: 9/26/16
 DRAWING NO.: 506-002-30.071AC
 T&P L.S. FROM NO. 10124300
 DRAWN BY: JOE
 SHEET 1 OF 2

BEARING BASES: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83). CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 586-002-30.071AC

Chaparral



After Recording, please return to:

City of Austin
Law Department
P.O. Box 1088
Austin, Texas 78767
Attention: C. Curtis, Paralegal

FIRST AMENDMENT TO THE COMPROMISE SETTLEMENT AGREEMENT
REGARDING CHAMPION TRACT 3

EXHIBIT B

**LEGAL DESCRIPTION OF THE
UNDEVELOPED PROPERTY**



Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-389-0943

3500 McCall Lane
Austin, Texas 78744

EXHIBIT "____"

PORTION OF LOT 1, BLOCK A,
CHAMPION CITY PARK EAST SUBDIVISION

30.071 ACRES

JAMES JETT SURVEY NO. 1, ABSTRACT NO. 437

CITY OF AUSTIN FULL PURPOSE LIMITS, TRAVIS COUNTY, TEXAS

A DESCRIPTION OF 30.071 ACRES (APPROXIMATELY 1,309,879 SQ. FT.), BEING A PORTION OF LOT 1, BLOCK A, CHAMPION CITY PARK EAST SUBDIVISION, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED UNDER DOCUMENT NO. 200300122 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 30.071 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a fence post found in the southwest right-of-way line of R.M. 2222 (right-of-way width varies), being the easternmost corner of said Lot 1, being also an angle point in the northeast line of Lot 2, Shepherd Mountain Phase One, a subdivision of record in Volume 83, Pages 200A-200B of the Plat Records of Travis County, Texas;

THENCE with the southwest line of said Lot 1, the northeast line of said Lot 2 and the northeast line of Block B, Shepherd Mountain Phase Two, a subdivision of record in Volume 86, Pages 155D-156C of the Plat Records of Travis County, Texas, the following six (6) courses and distances:

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Page 2

THENCE North 37°40'26" East with the southeast right-of-way line of City Park Road and the northwest line of said Lot 1, a distance of 310.01 feet to a calculated point, from which a 1/2" rebar with "Chaparral" cap found in the southeast right-of-way line of City Park Road and the northwest line of said Lot 1, bears North 37°40'26" East, a distance of 42.25 feet;

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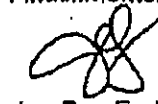
Page 3

B. South 06°56'39" East, a distance of 247.90 feet to the POINT OF BEGINNING, containing 30.071 acres of land, more or less.

Surveyed on the ground on September 8, 2015

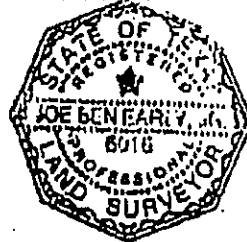
Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, based on GPS Solutions from The National Geodetic Survey (NGS) On-Line Positioning User Service (OPUS).

Attachments: Survey Drawing No. 588-002-30.071AC.



Joe Ben Early, Jr.
Registered Professional Land Surveyor
State of Texas No. 6016
TBPLS Firm No. 10124500

9/26/16



REFERENCES

TCAD Property ID #: 584848
Austin Grid Map F30

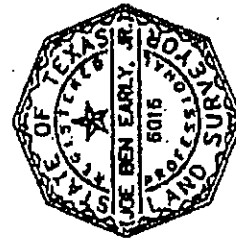
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CURVE TABLE				
CURVE	RADIUS	DELTA	ARC	CHORD
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- 1/2" REBAR WITH "CHAPARRAL BOUNDARY" CAP FOUND
- ⊙ T.OOT TYPE # DISK FOUND
- ⊙ FENCE POST FOUND
- △ MAG. NAIL WITH "CHAPARRAL" WASHER FOUND
- △ CALCULATED POINT
- () RECORD INFORMATION



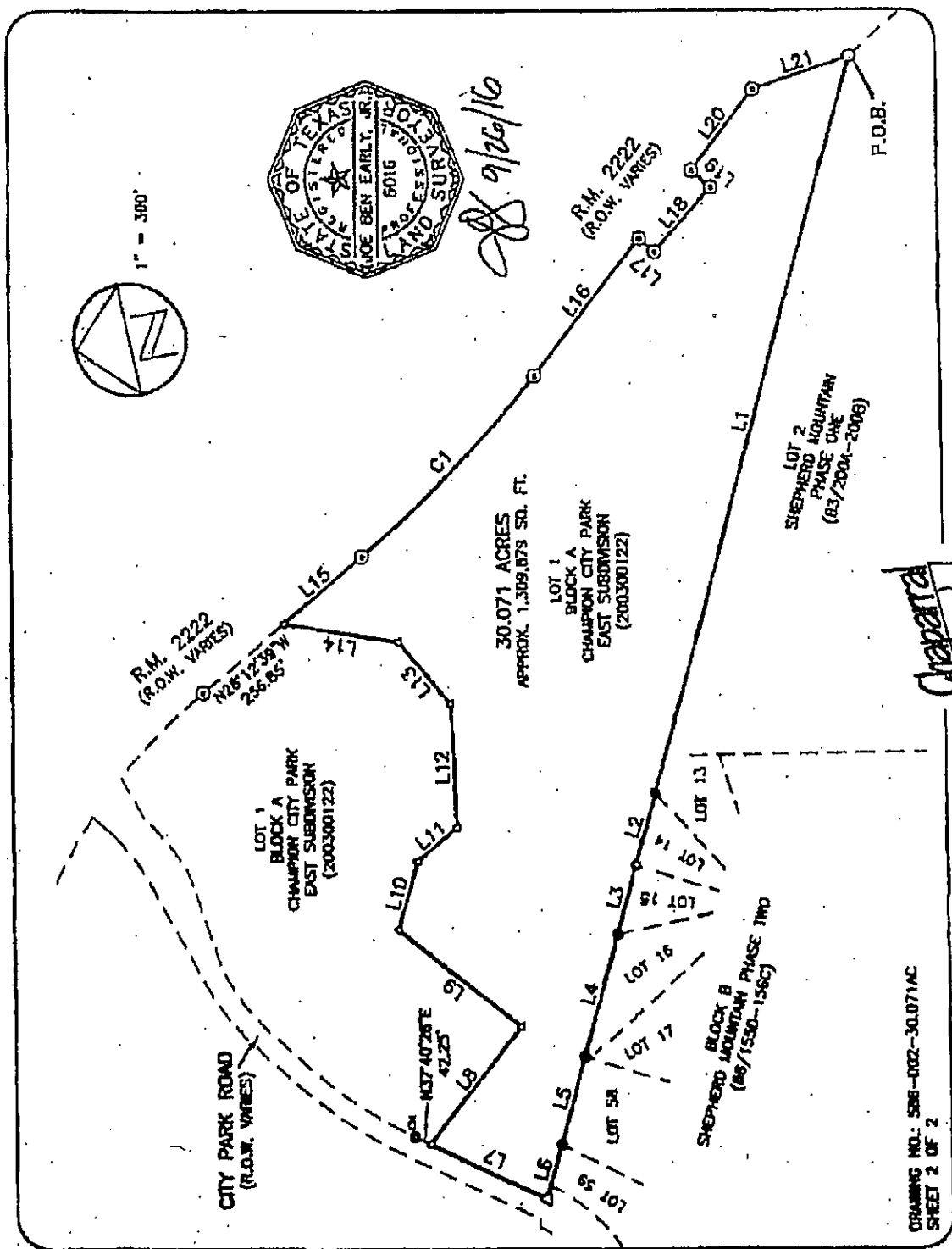
BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

ATTACHMENTS: METES AND BOUNDS DESCRIPTION
S06-002-30.071AC

DATE OF SURVEY: 9/21/15
PLOT DATE: 9/26/16
DRAWING NO.: S06-002-30.071AC
T.B.P.L.S. FROM NO. 10124500
DRAWN BY: JOE
SHEET 1 OF 2

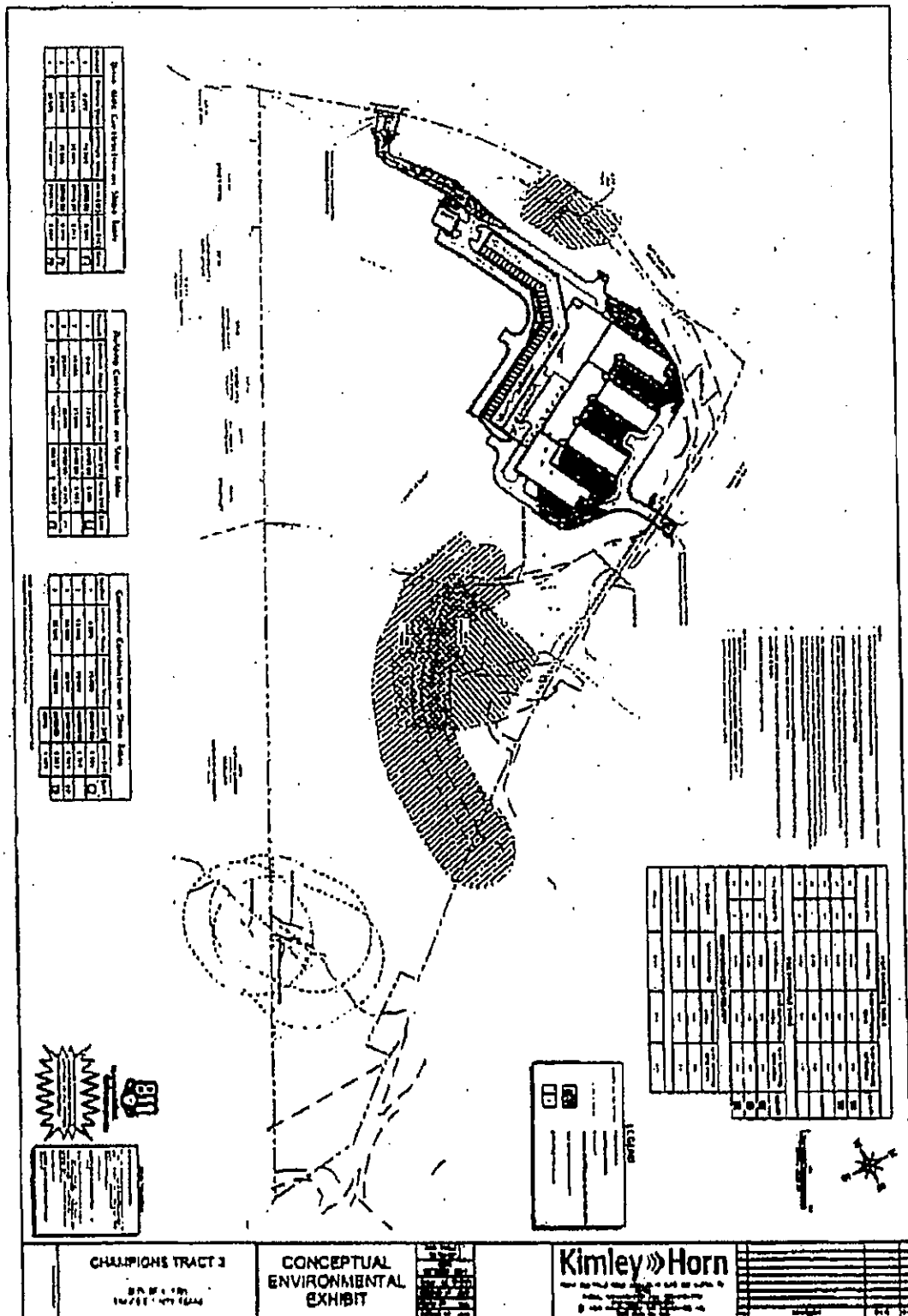
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9/26/16

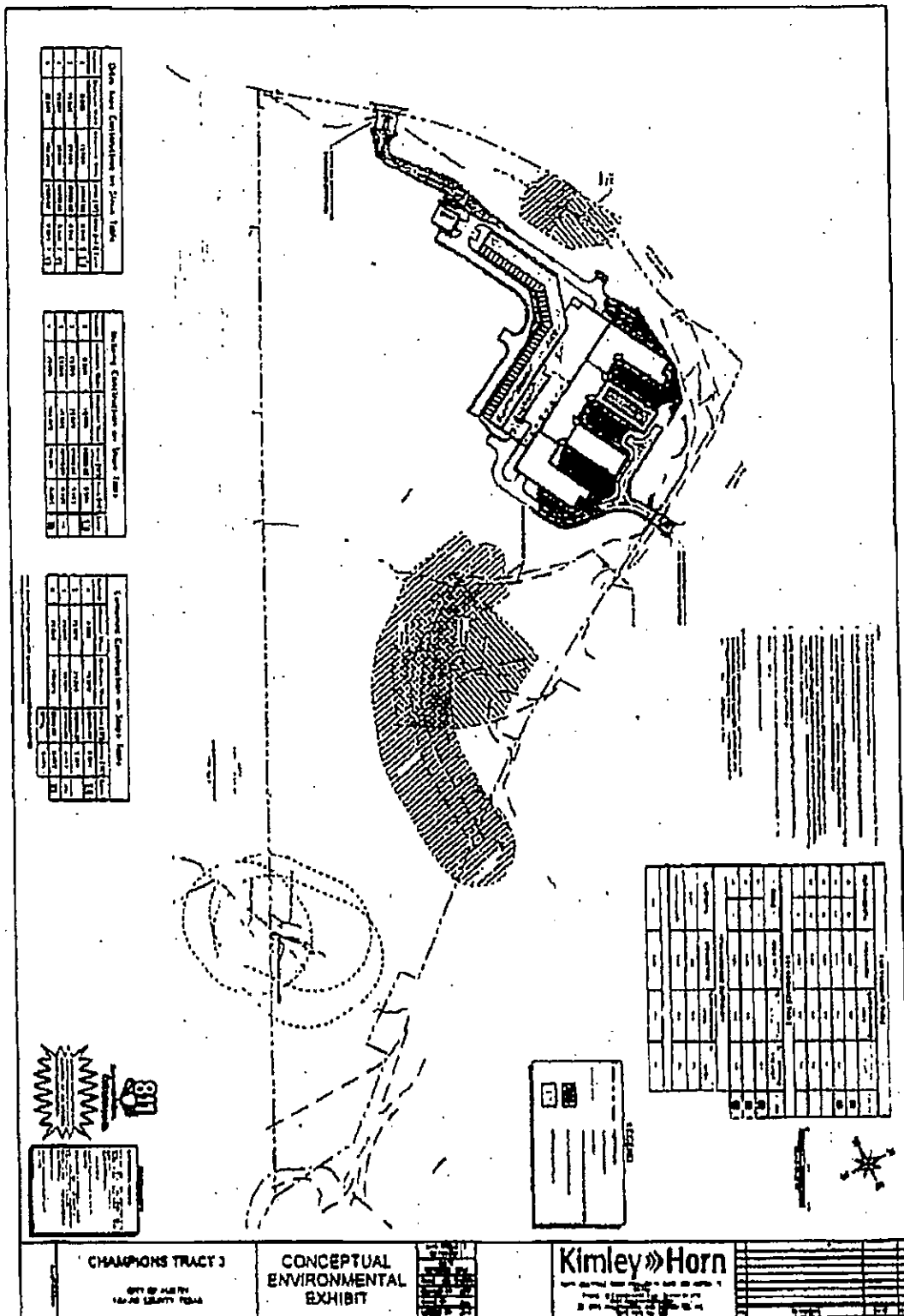
Handwritten signature: Chaparral



FIRST AMENDMENT TO THE COMPROMISE SETTLEMENT
AGREEMENT REGARDING CHAMPION TRACT 3

EXHIBIT C
CEF/WETLAND BUFFERS





After Recording, please return to:
City of Austin
Law Department
P.O. Box 1088
Austin, Texas 78767
Attention: C. Curtis, Paralegal

After Recording, please return to:
City of Austin
Law Department
P.O. Box 1088
Austin, Texas 78767
Attention: C. Curtis, Paralegal

ORDINANCE NO. 20181101-009

AN ORDINANCE ADOPTING AND AUTHORIZING EXECUTION OF THE SECOND AMENDMENT TO THE COMPROMISE SETTLEMENT AGREEMENT RELATED TO CAUSE NO. 94-07160, JOSIE ELLEN CHAMPION, ET AL V. CITY OF AUSTIN IN THE 353RD JUDICIAL DISTRICT COURT OF TRAVIS COUNTY; AMENDING ORDINANCE NO. 960613-J AND ORDINANCE NO. 20180215-013; AND MODIFYING LAKE AUSTIN WATERSHED REGULATIONS IN ORDINANCE NO. 840301-F.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

PART 1. In this ordinance:

- (1) **ORIGINAL AGREEMENT** means the 1996 Compromise Settlement Agreement related to Cause No. 94-07160, Josie Ellen Champion, et al v. City Of Austin in the 353rd Judicial District Court of Travis County.
- (2) **FIRST AMENDMENT** means the First Amendment to the Original Agreement adopted and authorized by City Ordinance No. 20180215-013.
- (3) **SECOND AMENDMENT** means the Second Amendment to the Original Agreement attached as **Exhibit "1"** to this ordinance.
- (4) **PROPERTY** means Lot 1, Block A, Champion City Park East subdivision, a subdivision in Travis County, Texas, as recorded in Document No. 200300122 of the Official Public Records of Travis County, Texas, locally known as 6409 City Park Road in the City of Austin, Travis County, Texas and referred to as Tract 3 in the Original Agreement.
- (5) **OWNER** means Loop 360 Land, LP, a Texas limited partnership, acting by and through Loop 360 Land GP, LLC, its General Partner.

PART 2. City Council adopts the Second Amendment, which is attached as **Exhibit "1"** and incorporated herein by reference, and authorizes execution by the City Manager.

PART 3. To the extent that a conflict exists, Ordinance No. 960613-J and Ordinance No. 20180215-013 are amended by the Second Amendment.

PART 4. To effectuate the Second Amendment, City Council modifies the Lake Austin Watershed regulations (Ordinance No. 840301-F) as follows:

- (1) to provide that in no case may impervious cover on the Property exceed 3.49 acres;
- (2) to modify impervious cover limitations in slope categories to allow:
 - (a) not more than 2.32 acres of impervious cover on slopes of 15-25 percent gradient;
 - (b) not more than 0.90 acres of impervious cover on slopes of 25-35 percent gradient; and
 - (c) not more than 0.07 acres of impervious cover on slopes greater than 35 percent gradient, but only if necessary for a single driveway for access from City Park Road;
- (3) to modify Section 9-10-382 (*Prohibited on Steep Slopes*) to allow a single driveway on slopes over 35 percent gradient, of no more than 0.07 acres of impervious cover, and only if necessary for access from City Park Road; and
- (4) to grant the modifications of Lake Austin Watershed Ordinance No. 840301-F as stated above without Planning Commission approval.

PART 5. This ordinance takes effect on November 12, 2018.

PASSED AND APPROVED

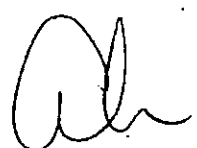
_____, November 1, 2018

§
§
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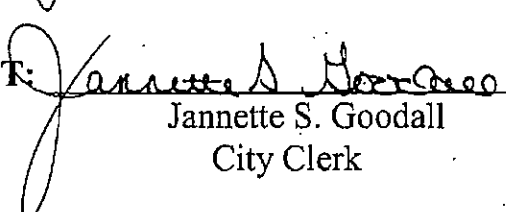
Steve Adler
Mayor

APPROVED:



Anne L. Morgan
City Attorney

ATTEST:



Jannette S. Goodall
City Clerk

EXHIBIT 1

**SECOND AMENDMENT TO THE COMPROMISE SETTLEMENT AGREEMENT
REGARDING CHAMPIONS TRACT 3**

**SECOND AMENDMENT TO THE COMPROMISE SETTLEMENT AGREEMENT
REGARDING CHAMPIONS TRACT 3**

This Second Amendment to the Compromise Settlement Agreement (the "Second Amendment") is made and entered into by and between Loop 360 Land, LP, Texas limited partnership ("360") and the City of Austin (the "City") for the purposes and on the terms specified herein and operates in conjunction with the Compromise Settlement Agreement (the "Original Agreement"), effective July 11, 1996, and the First Amendment to the Compromise and Settlement Agreement (the "First Amendment") effective February 26, 2018.

RECITALS

WHEREAS, the City approved an ordinance adopting the Original Agreement between the Champion Assets, Ltd., a Texas limited partnership; Champion-Meier Assets, Ltd., a Texas limited partnership; and Champion Legacy Partners, L.P., a Texas limited partnership, successors to Josie Ellen Champion, Juanita Champion Meier, and Mary Margaret Champion Roberson (the "Champions") and the City on June 13, 1996; and

WHEREAS, the City approved an ordinance adopting the First Amendment between 2222 CAP. TEXAS, LLC, a Texas limited liability company ("CAP") and the City regarding Champions Tract 3 on February 26, 2018; and

WHEREAS, 360 Purchased Tract 3 from CAP and is the current owner of Tract 3; and

WHEREAS, in accordance with Paragraph 7 of the Original Agreement, the City and 360 are executing this Second Amendment to amend the provisions regarding site development and use of Tract 3;

NOW, THEREFORE, in consideration of the recitals, the mutual covenants and agreements contained in this Second Amendment, 360 and the City agree as follows:

TERMS OF AMENDMENT

I. Section 2.g. is amended to read:

- g. During the term of this Agreement, the modifications to City regulations and the conditions established for the modifications listed in this subsection apply to the initial congregate living, convalescent services or multi-family development on Tract 3. The modifications do not apply to any subsequent development or redevelopment of Tract 3.

II. Section 2.g.1. A. is amended to read:

1. Modifications to Lake Austin watershed regulations {Ordinance No. 840301-F)

A. Impervious cover modifications

- i. Section 9-10-382 (*Prohibited on Steep Slopes*) is modified to allow .07 acres of impervious cover on slopes greater than 35%.
- ii. Modify impervious cover limitations in slope categories to allow:
 - (a) not more than 2.32 acres of impervious cover on slopes of 15-25 percent gradient;
 - (b) not more than 0.90 acres of impervious cover on slopes of 25-35 percent gradient; and
 - (c) not more than 0.07 acres of impervious cover on slopes greater than 35 percent gradient, but only if necessary for a single driveway for access from City Park Road.
- iii. Section 9-10-382 (*Prohibited on Sleep Slopes*) is modified to allow a single driveway on slopes over 35 percent gradient, of no more than 0.07 acres of impervious cover, and only if necessary for access form City Park Road.
- iii. In no case may impervious cover on Tract 3 exceed 3.49 acres.

III. Miscellaneous Provisions

- A. Binding. This Second Amendment will be binding upon the heirs, representatives, successors and assigns of each of the parties to this First Amendment.
- B. Effective Date. The Agreement shall be effective as of the latest date that both parties have signed and executed this Second Amendment.
- C. Applicable Law and Venue. The construction and validity of this Second Amendment shall be governed by the laws of the State of Texas and is performable in Travis County, Texas.
- D. No Party Deemed Drafter. 360 and the City have both had the opportunity to have legal counsel examine this Second Amendment. Accordingly, this Second

Amendment will not be interpreted for or against either party due solely to the fact that one party was the principal author of this Second Amendment.

- E. Term; Termination. This Second Amendment shall be effective as of the date signed by all parties and shall terminate upon completion of the initial congregatè living, convalescent services or multi-family development or 10 (ten) years after the effective date of this Second Amendment, whichever is sooner. Upon termination of this Second Amendment, the First Amendment shall terminate and the Original Agreement shall be of no force or effect regarding Tract 3. Notwithstanding the foregoing, the restrictive covenant filed pursuant to the terms of the First Amendment will survive termination.
- F. Filing. This Second Amendment shall be filed of record.
- G. Authority. The parties warrant that they have authority to execute this Second Amendment.
- H. Assignment of Owner Rights. 360 may assign in whole or part its rights and obligations under this Second Amendment to persons purchasing all or part of the Property.
- I. Ratification of Original Agreement and First Amendment. Any and all terms and provisions of the Original Agreement and First Amendment shall, except as and to the extent expressly amended and modified by this Second Amendment, remain in full force and effect.
- J. Severability. If a court of competent jurisdiction determines that a term or provision of this Agreement is void or unenforceable, the remainder of this Agreement remains effective to the extent permitted by law.

EXECUTED to be effective the ____ day of _____, 2018

Loop 360 Land, LP, a Texas limited partnership

By: Loop 360 Land GP, LLC,
its General Partner

By: _____
Name: Jonathan Coon
Title: Manager

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ____ day of October, 2018, by Jonathan Coon, Manager of Loop 360 Land GP, LLC, General Partner of Loop 360 Land, LP, a Texas limited partnership, on behalf of said company.

Notary Public, State of Texas

CITY OF AUSTIN,
a home-rule municipal corporation

By: _____
Name: Joseph Pantalion, P.E.
Title: Interim Assistant City Manager

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the _____ day of October, 2018, by Joseph Pantalion, P.E., Interim Assistant City Manager, City of Austin, a home-rule municipal corporation, on behalf of said entity.

Notary Public, State of Texas

APPROVED AS TO FORM:

Assistant City Attorney

After Recording, please return to:

City of Austin
Law Department
P.O. Box 1088
Austin, Texas 78767
Attention: C. Curtis, Paralegal